

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I Drive Safely, L.L.C.		07/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	One North Franklin Street		
Internal Address:	Suite 2700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2468673	TAKE HOME DEFENSIVE DRIVING	
Registration Number:	3167833	DIGITALDRIVING.COM	
Registration Number:	3115676	AMERICAN DRIVER IMPROVEMENT	
Registration Number:	2273697	TAKE HOME	
Registration Number:	2791669	TAKEHOME.COM	
Registration Number:	3422112	I DRIVE SAFELY	
Registration Number:	3154052	IDRIVESAFELY.COM	
Registration Number:	4344570	SELLERSERVER.COM	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$215.00 2468673

SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	07/25/2014
Total Attachments: 5 source=TSA - IDS#page1.tif source=TSA - IDS#page2.tif source=TSA - IDS#page3.tif source=TSA - IDS#page4.tif source=TSA - IDS#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2014, by I Drive Safely, L.L.C., a Delaware limited liability company ("Grantor"), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as Agent for Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement or the Security Agreement, each as described below, as the context requires.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and extend other financial accommodations to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make Loans and extend other financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

I DRIVE SAFELY, L.L.C.


By: 
Name: George Montgomery
Title: President and CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (IDS)]

TRADEMARK
REEL: 005329 FRAME: 0955

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By:  _____

Name: Richard T. Jander
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (IDS)]

TRADEMARK
REEL: 005329 FRAME: 0956

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark No.</u>	<u>S/N</u>	<u>Description</u>	<u>Registration Date</u>
<u>Reg. No.: 2,468,673</u>	<u>S/N: 75/408,330</u>	Service Mark for: <u>“TAKE HOME DEFENSIVE DRIVING”</u>	<u>2011-07-17</u>
<u>Reg. No.: 3,167,833</u>	<u>S/N: 78/664,729</u>	Service Mark for: <u>“DIGITALDRIVING.COM”</u>	<u>2006-11-07</u>
<u>Reg. No.: 3,115,676</u>	<u>S/N: 76/593,574</u>	Service Mark for: <u>“AMERICAN DRIVER IMPROVEMENT”</u>	<u>2006-07-18</u>
<u>Reg. No.: 2,273,697</u>	<u>S/N: 75/407,910</u>	Service Mark for: <u>“TAKE HOME”</u>	<u>1999-08-31</u>
<u>Reg. No.: 2,791,669</u>	<u>S/N: 75/821,004</u>	Service Mark for: <u>“TAKEHOME.COM”</u>	<u>2003-12-9</u>
<u>Reg. No.: 3422112</u>	<u>S/N: 77256950</u>	Service Mark for: <u>“I DRIVE SAFELY”</u>	<u>2008-05-06</u>
<u>Reg. No.: 3154052</u>	<u>S/N: 78755528</u>	Service Mark for: <u>“IDRIVESAFELY.COM”</u>	<u>2006-10-10</u>
<u>Reg. No.: 4344570</u>	<u>S/N: 76711942</u>	Service Mark for: <u>“SELLERSERVER.COM”</u>	<u>2013-06-04</u>
<u>File. No.: 1544815</u>	<u>TMA 848293</u>	Canadian Service Mark for: <u>“I DRIVE SAFELY”</u>	<u>2013-04-11</u>
<u>Reg. No.: 625525</u>	<u>N/A</u>	Louisiana State Registered Tradename for <u>“ONLINE TRAFFIC SCHOOL”</u>	<u>2010-10-01</u>
<u>Reg. No. 6764800</u>	<u>N/A</u>	North Dakota State Registered Tradename for <u>“NATIONAL DRIVER SAFETY SERVICES”</u>	<u>2008-07-02</u>

[Schedule I]