

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMITH SYSTEM DRIVER IMPROVEMENT INSTITUTE, INC.		06/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P.		
Street Address:	335 North Maple Drive		
Internal Address:	Suite 130		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86233069	KEYSIX	
Serial Number:	86233023	KEYSIX	
Serial Number:	86235871	KEYSIX DRIVER FOCUSED METRICS	
Serial Number:	86235883	KEYSIX DRIVER FOCUSED METRICS	
Serial Number:	86066904	SMITH SYSTEM DRIVE DIFFERENT.	
Registration Number:	3385514	5 KEYS TO SPACE CUSHION DRIVING	
Registration Number:	1261979	SMITH SYSTEM	
Registration Number:	3409160	5 KEYS	
Registration Number:	2393166	SMITHSAFE	
Registration Number:	1341575	AIM HIGH IN STEERING	
Registration Number:	1338450	GET THE BIG PICTURE	
Registration Number:	1338449	KEEP YOUR EYES MOVING	
Registration Number:	1338448	LEAVE YOURSELF AN OUT	
Registration Number:	1338447	MAKE SURE THEY SEE YOU	
Registration Number:	2393189		
Registration Number:	3229530	TRAINING MONITORING ANALYSIS REPORTING I	
CORRESPONDENCE DATA		TRADEMARK	
900305399		REEL: 005388 FRAME: 0927	

CH \$415.00 86233069

Fax Number: 2123108007

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.

Phone: 2123108352

Email: Rachel.Trudeau@weil.com

Correspondent Name: Rachel Trudeau

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	58714.0009 RACHEL TRUDEAU
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NAME OF SUBMITTER:	Rachel Trudeau
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SIGNATURE:	/Rachel Trudeau/
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DATE SIGNED:	10/28/2014
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this June 9, 2014, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P., as agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of June 9, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Note Purchase Agreement"), by and among, SMITH INTERMEDIATE HOLDCO, INC., a Delaware corporation (the "Parent"), prior to the consummation of the Closing Date Mergers, SMITH HOLDCO, INC., a Delaware corporation (the "Initial Issuer"), and upon and following the consummation of the Closing Date Mergers, SMITH HOLDING CORPORATION, a Delaware corporation (as successor by merger to the Initial Issuer) (the "Company") and SMITH SYSTEM DRIVER IMPROVEMENT INSTITUTE, INC., a Delaware corporation ("Smith Driver"), as the Issuers and the other guarantors named therein, the purchasers from time to time party hereto (each a "Purchaser" and collectively, the "Purchasers"), and LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P., a Delaware limited partnership, as agent for the Purchasers (in such capacity, together with its successors and assigns, the "Agent"), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of June 9, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantors. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or

other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

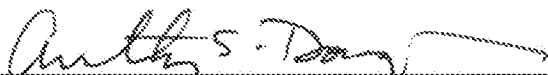
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

GRANTOR:

SMITH SYSTEM DRIVER IMPROVEMENT
INSTITUTE, INC.

a Delaware corporation

By: 

Name: Anthony S. Douglas


Title: Chief Executive Officer

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:



LEVINE LEICHTMAN CAPITAL
PARTNERS V, L.P.,
a Delaware limited partnership ("LP")



By: Levine Leichtman Capital Partners, Inc.,
a California corporation, as Manager of
LP

By: 
Name: Stephen Hogan
Title: Chief Financial Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
KEYSIX	U.S.	Pending	86233069	26-MAR-2014	N/A	N/A
KEYSIX	U.S.	Pending	86233023	26-MAR-2014	N/A	N/A
KEYSIX DRIVER FOCUSED METRICS &  Design	U.S.	Pending	86235871	28-MAR-2014	N/A	N/A
KEYSIX DRIVER FOCUSED METRICS &  Design	U.S.	Pending	86235883	28-MAR-2014	N/A	N/A
SMITH SYSTEM DRIVE DIFFERENT. &  Design	U.S.	Pending	86066904	17-SEP-2013	N/A	N/A
5 KEYS TO SPACE CUSHION DRIVING	U.S.	Registered	78889855	23-MAY-2006	3385514	19-FEB-2008
SMITH SYSTEM	U.S.	Registered	73303719	01-APR-1981	1261979	20-DEC-1983
5 KEYS	U.S.	Registered	78889073	22-MAY-2006	3409160	08-APR-2008
SMITHSAFE	U.S.	Registered	75720784	03-JUN-1999	2393166	10-OCT-2000
AIM HIGH IN STEERING	U.S.	Registered	73507387	05-NOV-1984	1341575	11-JUN-1985
GET THE BIG PICTURE	U.S.	Registered	73507386	05-NOV-1984	1338450	28-MAY-1985
KEEP YOUR EYES MOVING	U.S.	Registered	73507385	05-NOV-1984	1338449	28-MAY-1985

Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
LEAVE YOURSELF AN OUT	U.S.	Registered	73507384	05-NOV-1984	1338448	28-MAY-1985
MAKE SURE THEY SEE YOU	U.S.	Registered	73507383	05-NOV-1984	1338447	28-MAY-1985
Design  Only	U.S.	Registered	75727298	11-JUN-1999	2393189	10-OCT-2000
TRAINING MONITORING ANALYSIS REPORTING INTERVENTION &  Design	U.S.	Registered	78889007	22-MAY-2006	3229530	17-APR-2007

Trademark Security Agreement

RECORDED: 10/28/2014

TRADEMARK
REEL: 005388 FRAME: 0935