

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smith System Driver Improvement Institute, Inc.		10/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	Head Office, Lower Baggot Street		
City:	Dublin 2		
State/Country:	IRELAND		
Entity Type:	LIMITED LIABILITY COMPANY: IRELAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1261979	SMITH SYSTEM	
Registration Number:	2393166	SMITHSAFE	
Registration Number:	3385514	5 KEYS TO SPACE CUSHION DRIVING	
Registration Number:	3409160	5 KEYS	
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:	3288078	FIVE KEYS TO SPACE CUSHION DRIVING	
Registration Number:	2393189		
Registration Number:	3229530	TRAINING MONITORING ANALYSIS REPORTING I	
Serial Number:	86233069	KEYSIX	
Serial Number:	86233023	KEYSIX	
Serial Number:	86066904	SMITH SYSTEM DRIVE DIFFERENT.	
Serial Number:	86235871	KEYSIX DRIVER FOCUSED METRICS	
Serial Number:	86235883	KEYSIX DRIVER FOCUSED METRICS	
CORRESPONDENCE DATA			
Fax Number:	2026638007		

CH \$440.00 1261979

TRADEMARK

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: 2026638000
Email: dctm@pillsburylaw.com
Correspondent Name: Patrick J. Jennings
Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, D.C. 20037

ATTORNEY DOCKET NUMBER:	069784-0000132
NAME OF SUBMITTER:	Patrick J. Jennings
SIGNATURE:	/Pat Jennings/
DATE SIGNED:	10/31/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of October 31, 2014, by Smith System Driver Improvement Institute, Inc., Delaware corporation, and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "Grantors"), in favor of The Governor and Company of the Bank of Ireland, as administrative agent ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, certain affiliates of the Grantors from time to time a party thereto, Lenders from time to time party thereto (the "Lenders"), the L/C Issuer and Administrative Agent, Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of each Grantor or an affiliate thereof; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the other "Debtors" party thereto and Administrative Agent and (b) this 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 Credit Agreement, and if not defined therein, in the Security Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of each Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject only to Liens permitted under the Creditor Agreement) in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations, renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) 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 (ii) injury to the goodwill associated with any Trademark;

provided that, notwithstanding anything to the contrary in this Agreement, “intent to use” applications shall not constitute Trademark Collateral unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically and immediately terminate and all rights to the Trademark Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the reasonable expense of Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and

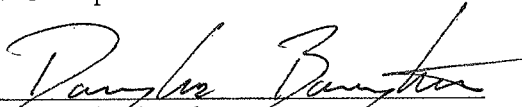
other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.

[signature page follows]

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

GRANTOR:

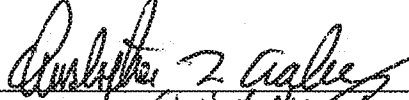
Smith System Driver Improvement Institute, Inc., a
Delaware corporation

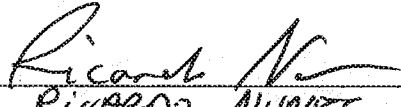
By 
Name: Douglas Boughton
Title: Vice President and Treasurer

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

The Governor and Company of the Bank of Ireland,
as Administrative Agent

By 
Name Christopher H. Cratley
Title M.P.

By 
Name RICARDO NUNES
Title V.P.

[Signature page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Registered Trademarks	Serial Number	Registration Number
Work Marks:		
SMITH SYSTEM	73303719	1261979
SMITH SAFE	75720784	2393166
5 KEYS TO SPACE CUSHION DRIVING	78889855	3385514
5 KEYS	78889073	3409160
AIM HIGH IN STEERING	73507387	1341575
GET THE BIG PICTURE	73507386	1338450
KEEP YOUR EYES MOVING	73507385	1338449
LEAVE YOURSELF AN OUT	73507384	1338448
MAKE SURE THEY SEE YOU	73507383	1338447
Five Keys To Space Cushion Driving	78864656	3288078

Design Marks:

Smith System Circle Bisected by Highway	75727298	2393189
Five-Arrow Circle with words "Training, Monitoring, Analysis, Reporting And Intervention"	78889007	3229530

Applications Submitted	Serial Number(s)
Word Mark:	
Key Six	86233069
Key Six	86233023
Design Marks:	
Smith System-Drive Different Logo	86066904
KeySix Logo	86235871
KeySix Logo	86235883