

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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:	Levine Leichtman Capital Partners V, L.P., as Administrative Agent
Street Address:	c/o Levine Leichtman Capital Partners, Inc.
Internal Address:	335 North Maple Drive, Suite 130
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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: 2124464900
Email: susan.zablocki@kirkland.com
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.
Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	18361-1
NAME OF SUBMITTER:	Susan Zablocki
Signature:	/susan zablocki/
Date:	10/31/2014

Total Attachments: 6
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RECEIPT INFORMATION

ETAS ID: TM321884
Receipt Date: 10/31/2014
Fee Amount: \$440

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS TRADEMARK SECURITY AGREEMENT, AND THE LIEN AND SECURITY INTEREST EVIDENCED HEREBY, SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF OCTOBER 31, 2014, BY AND AMONG THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P., IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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 Levine Leichtman Capital Partners V, L.P., as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien 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 second 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.

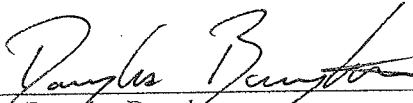
8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations and any outstanding Letters of Credit that are cash collateralized in accordance with 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.

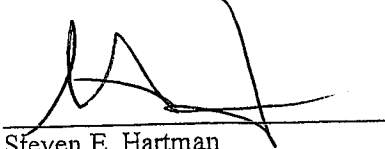
GRANTOR:

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

By 
Name: Douglas Boughton
Title: Vice President and Treasurer

[Signature page to Trademark Security Agreement (Second Lien)]

**LEVINE LEICHTMAN CAPITAL PARTNERS
V, L.P.**

By: 
Name: Steven E. Hartman
Title: Authorized Signatory

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)
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Word Mark:

Key Six	86233069
Key Six	86233023

Design Marks:

Smith System-Drive Different Logo	86066904
KeySix Logo	86235871
KeySix Logo	86235883