

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Driving Record, Inc.		10/01/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Main Street Capital Corporation		
Street Address:	1300 Post Oak Boulevard Suite 800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1826603	ZAPAPP	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Erin B. Roth		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski LLP		
Address Line 4:	Dallas, TEXAS 75201-2784		
ATTORNEY DOCKET NUMBER:	11109142 - SAMBA		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	12/22/2014		
Total Attachments: 24			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**"), is made as of October 1, 2014, by each of SAMBASAFETY HOLDINGS, LLC, a Delaware limited liability company ("**Parent**"), SAFETY HOLDINGS, INC., a Delaware corporation (the "**Company**"), and each of the Company's Subsidiaries from time to time party hereto (collectively with Parent and the Company, "**Grantors**" and each, individually, a "**Grantor**"), for the benefit of MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as administrative agent and collateral agent (in such capacity, together with any successor Agent under the Loan Agreement, "**Secured Party**") for itself and the other Lenders (defined below).

RECITALS:

WHEREAS, the Company and its subsidiaries, as borrowers, each lender from time to time party thereto (collectively the "**Lenders**"), and Secured Party, as administrative agent and collateral agent for itself and the Lenders, have entered into that certain Loan Agreement of November 17, 2011 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "**Loan Agreement**"); and

WHEREAS, certain Grantors and Secured Party have entered into that certain Intellectual Property Security Agreement dated as of November 17, 2011 (the "**Original Security Agreement**"), by and among Parent, the Company, Samba Holdings, Inc., American Driving Records, Inc., and Secured Party; and

WHEREAS, (i) certain Grantors, Lenders and Secured Party have entered into that certain Second Amendment to Loan Agreement dated as of the date hereof (the "**Amendment**"), by and among Parent, the Company, Samba Holdings, Inc., American Driving Records, Inc., Lenders and Agent and (ii) Softech International, Inc., a Florida corporation ("**Softech**"), has entered into that certain Joinder Agreement dated as of the date hereof (the "**Softech Joinder Agreement**"), by and among Grantors, Lenders and Secured Party, and the execution and delivery of this Agreement is required pursuant to the Amendment and the Softech Joinder Agreement;

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the obligation of Lenders to continue to extend credit to the Company and its Subsidiaries pursuant to the Loan Agreement; and

WHEREAS, the parties hereto intend that the security interest granted by the parties to this Agreement in the Original Security Agreement shall continue to secure, guarantee support and otherwise benefit the Obligation of the Borrowers under the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Secured Party to enter into the Amendment and continue to extend credit to the Company and its Subsidiaries, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to the Company and its subsidiaries, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

Agreement means this Intellectual Property Security Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

Collateral has the meaning assigned to it in *Section 2* of this Agreement.

Copyrights means all types of protective rights granted (or applications therefor) for any work that constitutes copyrightable subject matter, including without limitation, literary works, musical works, dramatic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings, architectural works, in any country of the world and including, without limitation, any works referred to in *Schedules A, B, and C* attached hereto.

Copyright License means any agreement material to the operation of any Grantor's businesses, whether written or oral, providing for the grant by or to such Grantor of any right to reproduce a copyrighted work, to prepare derivative works based on a copyrighted work, to distribute copies of a copyrighted work, to perform a copyrighted work or to display a copyrighted work, or to engage in any other legally protected activity with respect to a copyrighted work including, without limitation, any thereof referred to in *Schedules A, B, and C* attached hereto.

Intellectual Property means all Patent Applications, Patents, Patent Licenses, Trademark Applications, Trademarks, Trademark Licenses, Copyrights, Copyright Licenses, Trade Secrets, Inventions, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor's businesses, as defined herein and/or referred to in *Schedules A, B, and C* attached hereto.

Invention means any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof that is material to the operation of any Grantor's businesses and developed by any Grantor, its employees or agents, whether or not the subject of Patent(s) or Patent Application(s).

Know-how means any knowledge or information that is material to any Grantor's business and that enables such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success, including, without limitation, any such knowledge or information referred to in *Schedules A, B, and C* attached hereto.

Other Proprietary Property means all types of protectable intangible property rights other than Patents, Trademarks and Copyrights, including without limitation, Trade Secrets, Know-how, computer software and the like, including, without limitation, all such rights referred to in ***Schedules A, B, and C*** attached hereto.

Patents means all types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all provisionals, divisions, continuations and continuations-in-part thereof, including, without limitation, all such rights referred to in ***Schedules A, B, and C*** attached hereto.

Patent License means any agreement material to the operation of any Grantor's business, whether written or oral, providing for the grant by or to such Grantor of any right to manufacture, use or sell any Invention covered by a Patent, including, without limitation, any thereof referred to in ***Schedules A, B, and C*** attached hereto.

Proceeds means "proceeds," as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value including, without limitation, any such information referred to in ***Schedules A, B, and C*** attached hereto.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of any Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in ***Schedules A, B, and C*** attached hereto.

Trademark License means any agreement, material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in ***Schedules A, B, and C*** attached hereto.

UCC means the Uniform Commercial Code as from time to time in effect in the State of Texas.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of each Grantor under the Loan Documents, each Grantor hereby assigns and grants to Secured Party for the ratable benefit of itself and the Lenders a continuing security interest in all of such Grantor's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Collateral*"), including but not limited to all Intellectual Property referred to *Schedules A, B, and C* attached hereto and all Proceeds and products of any and all of the Intellectual Property.

3. Representations and Warranties Concerning the Intellectual Property. Each Grantor represents and warrants that:

(a) *Schedules A, B, and C* attached hereto include all Intellectual Property and Other Proprietary Property owned by such Grantor in its own name or as to which such Grantor has any colorable claim of ownership that are material to the business of such Grantor as of the date hereof.

(b) Such Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property, and/or has the unrestricted right to use all such Intellectual Property and Other Proprietary Property pursuant to a valid license or other agreement.

(c) Such Grantor's rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All licenses, franchise agreements and other agreements conveying rights in and to the Intellectual Property and Other Proprietary Property are identified on *Schedules A, B, and C* attached hereto and are in full force and effect. Such Grantor is not in default under any such agreement, and, to the best knowledge of such Grantor, no event has occurred which might constitute a default by such Grantor under any such agreement.

(e) All of the Intellectual Property is free and clear of any and all Liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind other than Permitted Liens, and such Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of such Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein.

(g) Such Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to such Grantor's knowledge, threatened that challenge such Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or such Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of such Grantor's knowledge, the current conduct of such Grantor's business and such Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any third party in any way which adversely affects the business, financial condition or business prospects of such Grantor. Except as set forth in *Schedule D* attached hereto, such Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which affects the business, financial condition or business prospects of such Grantor. Such Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Such Grantor is unaware of any infringement by any other party upon its Intellectual Property rights. Such Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any infringement by third parties of such Grantor's Intellectual Property rights or any theft of such Grantor's Other Proprietary Property at such Grantor's sole cost.

4. Covenants. Each Grantor covenants and agrees with Secured Party that, from and after the date of this Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Secured Party, and at the sole expense of Grantors, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the Liens created hereby. Such Grantor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law, which financing or continuation statements may indicate the Collateral as "all assets of debtor," "the Collateral described in the Intellectual Property Security Agreement" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within

the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or with greater detail, and contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Such Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens and the Liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Such Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do.

(d) Such Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(e)

(i) Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to it, (A) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Such Grantor will not, except with respect to any Patent that such Grantor shall reasonably determine is of immaterial economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated. Without the prior written consent of Secured Party, such Grantor shall

not abandon any right to file a patent application, or abandon any pending patent application or patent if such abandonment would have a material adverse effect on the business of such Grantor.

(iii) Such Grantor will promptly notify Secured Party if it knows, or has reason to know, that any application relating to any Patent, Trademark or Copyright may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, or its right to register the same or to keep and maintain the same.

(iv) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent or for the registration of any Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Secured Party within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Patent, Copyright or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(v) Such Grantor, except with respect to any Patent, Trademark or Copyright such Grantor shall reasonably determine is of immaterial economic value to it, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or Patent) and to maintain each Patent and each registration of Trademarks and Copyrights, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by such Grantor.

(vi) In the event such Grantor knows or has reason to know that any Patent, Trademark or Copyright included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Secured Party after it learns thereof and shall, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is of immaterial

economic value to such Grantor which determination such Grantor shall promptly report to Secured Party, promptly sue for infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Patent, Trademark or Copyright.

(vii) If requested by Secured Party, such Grantor will furnish to Secured Party statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all Intellectual Property acquired subsequent to the date of this Agreement and not identified on *Schedules A, B, and C* attached hereto, all transfers, assignments, licenses or sub-licenses of the Collateral by such Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(f) Such Grantor agrees that it will cause each of its Subsidiaries that is created or acquired after the Closing Date, within five (5) days of such Subsidiary's creation or acquisition by such Grantor, to execute and deliver a Joinder Agreement, agreeing to become a Grantor under this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Grantor for all purposes of this Agreement, will become a party to, and will be bound by all the terms of, this Agreement.

(g) At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Secured Party a Joinder Agreement (as provided in *clause (f)* above) or a counterpart of this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time after the occurrence, and during the continuation of, a Default in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby grants Secured Party the power and right, on behalf of such Grantor without notice to or assent by such Grantor, to do the following:

(i) at any time when any Default shall have occurred and is continuing in the name of such Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) at any time when any Default shall have occurred and is continuing, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark or Copyright (along with goodwill of the business to which such Trademark or Copyright pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and such Grantor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Liens of Secured Party thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do. Such Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Each Grantor also authorizes Secured Party, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any

endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (**REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, CONTRIBUTORY, JOINT, OR CONCURRENT) OF ANY OF THE INDEMNIFIED PARTIES**) or failure to comply with mandatory provisions of applicable law.

6. Performance by Secured Party of Grantors' Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and if Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the interest rate provided for in the Loan Agreement, shall be payable by Grantors to Secured Party on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if a Default shall occur and be continuing, then (a) all Proceeds received by the Grantors consisting of cash, checks and other cash equivalents shall be held by the Grantors in trust for Secured Party, segregated from other funds of the Grantors, and shall, forthwith upon receipt by any Grantor, be turned over to Secured Party in the exact form received by such Grantor (duly endorsed by such Grantor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in Section 7 the Security Agreement or as otherwise determined by Secured Party in its sole discretion.

8. Remedies Upon Default. Upon Default, Secured Party may pursue any or all of the following remedies, without any notice to any Grantor except as required below:

(a) Secured Party may give written notice of default to any Grantor, following which no Grantor shall dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Secured Party's prior written consent, even if such disposition is otherwise permitted hereunder or under any other Loan Document in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Secured Party may obtain a temporary restraining order or other equitable relief to enforce any Grantor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Each Grantor hereby consents to Secured Party's entry into any of such Grantor's premises to

repossess Collateral, and specifically consents to Secured Party's forcible entry thereto as long as Secured Party causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Secured Party accomplishes such entry without a breach of the peace.

(c) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Secured Party may exercise its Lien upon and right of setoff against any monies, items, credits, deposits or instruments that Secured Party may have in its possession and that belong to any Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Secured Party may exercise any right that it may have under any other Loan Document or otherwise available to Secured Party at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor

any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns; Interpretation. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and Secured Party, provided that any provision of this Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Secured Party and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement must be in writing, signed by the party giving such notice, election or demand, to be effective and shall be deemed to have been given (a) if by telecopy, when transmitted to the appropriate telecopy number, (b) if by mail, on the third Business Day after it is enclosed in an envelope and properly addressed, stamped, sealed, certified return receipt requested, and deposited in the appropriate official postal service, or (c) if by electronic mail or any other means, when actually received or delivered (with respect to electronic mail, each party giving such notice shall be responsible for keeping records acceptable to Lender regarding all such notices). For notices under this Agreement, the parties hereto shall use the addresses and information set forth in the Loan Agreement.

16. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Grantors and Secured Party.

18. Consent to Jurisdiction; Exclusive Venue. Each Grantor hereby irrevocably consents to the jurisdiction of the United States District Court for the Southern District of Texas and of all Texas state courts sitting in Harris County, Texas, for the purpose of any litigation to which Secured Party may be a party and which concerns this Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Harris County, Texas, unless Secured Party agrees to the contrary in writing.

19. Waiver of Trial by Jury. Secured Party and each Grantor hereby knowingly and voluntarily with the benefit of counsel waive trial by jury in any actions, proceedings, claims or counter-claims, whether in contract or tort or otherwise, at law or in equity, arising out of or in any way relating to this Agreement or the Loan Documents.

20. Incorporation of Loan Agreement Provisions. Sections 14.11, and 14.15 of the Loan Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

21. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS RELATING TO GOVERNING LAW, JURY WAIVER, VENUE, SERVICE OF PROCESS AND ARBITRATION, CONSTITUTE THE ENTIRE UNDERSTANDINGS OF DEBTORS AND SECURED PARTY AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND ANY CONTEMPORANEOUS ORAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

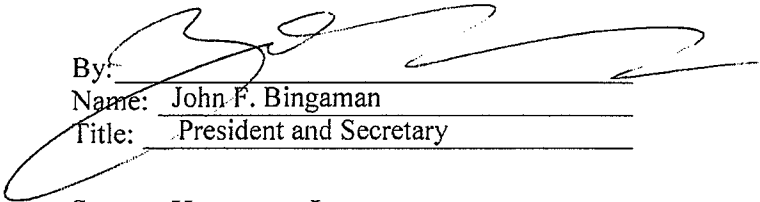
22. Amendment and Restatement. The terms and conditions of the Original Security Agreement are amended as set forth in, and restated in their entirety and superseded by, this Agreement. Nothing in this Agreement shall be deemed to be or constitute a novation of any of the Liens, obligations and liabilities existing under the Original Security Agreement. This Agreement reaffirms, extends and continues all Liens existing under the Original Security Agreement.

[Signatures Appear on Following Page]

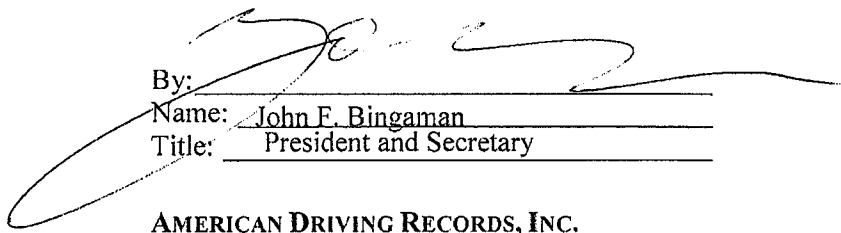
IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

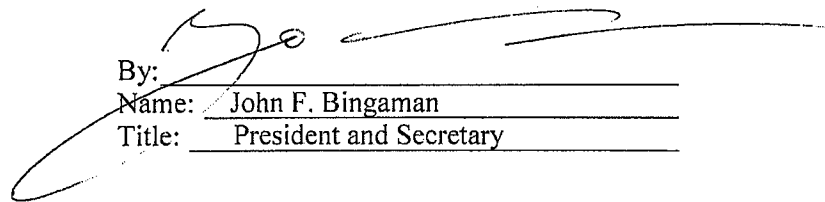
SAMBASAFETY HOLDINGS, LLC
a Delaware limited liability company

By: 
Name: John F. Bingaman
Title: President and Secretary

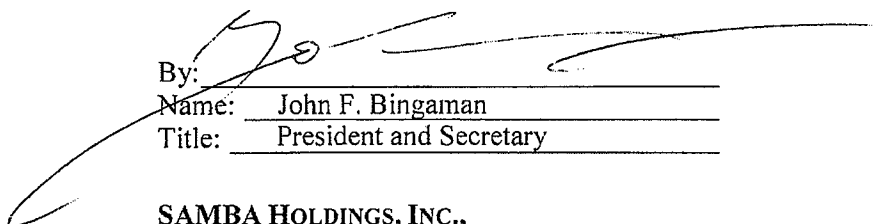
SAFETY HOLDINGS, INC.
a Delaware corporation

By: 
Name: John F. Bingaman
Title: President and Secretary

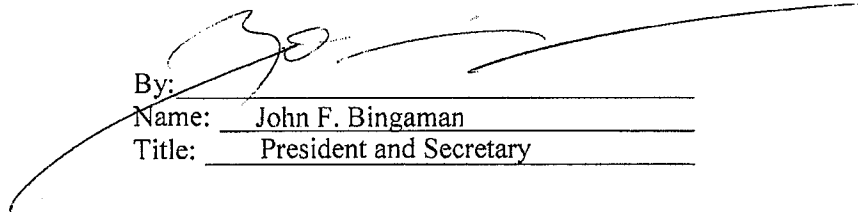
AMERICAN DRIVING RECORDS, INC.
a California corporation

By: 
Name: John F. Bingaman
Title: President and Secretary

SOFTECH INTERNATIONAL, INC.
a Florida corporation

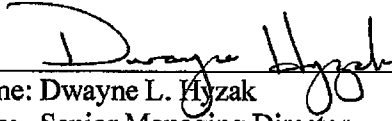
By: 
Name: John F. Bingaman
Title: President and Secretary

SAMBA HOLDINGS, INC.,
a Delaware corporation

By: 
Name: John F. Bingaman
Title: President and Secretary

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION,
a Maryland corporation,
as Agent

By: 
Name: Dwayne L. Hyzak
Title: Senior Managing Director

SCHEDULE A

Intellectual Property Rights

SAMBASafety Holdings, LLC: None

Safety Holdings, Inc.: None

SAMBA Holdings, Inc.:

Trademarks

Country	Mark	Reg. Date / Reg. No.	Class	Use Date
United States	DRIVEWARE	January 1, 2002 / 2,524,266	Computer software for use in public records data management	July 15, 1998
United States	FLEETWATCH	November 24, 2009 / 3,713,630	Retrieving public documents, namely, electronic retrieval of public records pertaining to motor vehicle drivers, motor vehicles, motor vehicle accidents and employee backgrounds	December 2, 2002
United States	POLICYWATCH	February 3, 2004 / 2,810,158	Computer software for managing public records data in the field of insurance and risk management	December 2, 2002
United States	SAMBA SERVICE MARK	March 18, 2003 / 2,697,518	Retrieving public documents, namely electronic retrieval of motor vehicle records	December 2, 1998
United States	TITLEWAVE	January 29, 2014 / Pending	Information services, namely, providing information relating to motor vehicle and driver records to legally authorized parties	July 2, 1998
United States	SAMBASafety	January 17, 2012 / 4,087,574	Employment background screening, namely, background screening of current employees of others; pre-employment background screening;	June 4, 2011

			vehicle fleet monitoring services for safety purposes	
United States	SAMBA	March 18, 2003 / 2,697,518	An illustration which includes word(s)/letter(s)/number(s)	June 8, 2010

Trademark Registrations

Country	Mark	Serial Number	Declaration Mailing Date
United States	Samba and Design	85342336	March 11, 2009

Copyrights

Country	Copyright	Document Number	Recordation Date	Date of Execution
United States	Samba Logo	V3481D961	December 12, 2001	May 21, 2000

Patents

Country	Invention Nickname	Date of Patent / Patent No.	Inventors / Dates of Assignment	General Description
United States	Samba Patent	March 23, 2004 / 6,711,575	Applewhite et al.	Methods and systems for providing controllable access to information contained in repositories

Domain Names

SAMBA.BIZ
SAMBASAFETY.BIZ
SAMBASAFETY.COM
SAMBASAFETY.INFO
SAMBASAFETY.ORG
SAMBASAFETY.NET
SAMBASAFETY.US
SAMBASAFETY.US.COM

American Driving Records, Inc.:

Patents

None

Trademarks

TRADEMARK	COUNTRY	CURRENT ASSIGNEE	REGISTRATION NO.
ZAPAPP	U.S.	American Driving Records, Inc.	No renewal

Copyrights

TITLE	COUNTRY	CURRENT ASSIGNEE	REGISTRATION NO.
MVR2000-Version 3.1.102	U.S.	American Driving Records, Inc.	TX 7-103-096

Domain Names

ADTSORE.COM
ADTSORE.NET
MVRACCESS.COM
MVRS.COM
MVRSINC.COM
WEBMVR.COM
WEBMVR.NET
ZAPAPP.COM
ZAPAPP.NET
ADR-INC.COM

Softech International, Inc.

Patents

None

Trademarks

TRADEMARK	COUNTRY	CURRENT ASSIGNEE	REGISTRATION NO.
"Fleet Alert"	U.S.	Softech International, Inc.	3859914
"Fleet Alerts"	U.S.	Softech International, Inc.	4421444

Domain Names

softechinternational.com
Fleetalerts.com
Fleetalerts.us
Fleetalert.co
Fleetalert.us

CDLRecords.com
Fleetaerts.biz
Fleetaerts.info
Fleetaert.info
Teenticketalert.com
Teenticketalert.org
veridad.com

SCHEDULE B

Registered Intellectual Property Rights

SAMBASafety Holdings, LLC: None

Safety Holdings, Inc.: None

SAMBA Holdings, Inc.:

Trademarks

Country	Mark	Reg. Date / Reg. No.	Class	Use Date
United States	DRIVEWARE	January 1, 2002 / 2,524,266	Computer software for use in public records data management	July 15, 1998
United States	FLEETWATCH	November 24, 2009 / 3,713,630	Retrieving public documents, namely, electronic retrieval of public records pertaining to motor vehicle drivers, motor vehicles, motor vehicle accidents and employee backgrounds	December 2, 2002
United States	POLICYWATCH	February 3, 2004 / 2,810,158	Computer software for managing public records data in the field of insurance and risk management	December 2, 2002
United States	SAMBA SERVICE MARK	March 18, 2003 / 2,697,518	Retrieving public documents, namely electronic retrieval of motor vehicle records	December 2, 1998
United States	TITLEWAVE	January 29, 2014 / Pending	Information services, namely, providing information relating to motor vehicle and driver records to legally authorized parties	July 2, 1998
United States	SAMBASafety	January 17, 2012 / 4,087,574	Employment background screening, namely, background screening of current employees of others; pre-employment background screening; vehicle fleet monitoring	June 4, 2011

			services for safety purposes	
United States	SAMBA	March 18, 2003 / 2,697,518	An illustration which includes word(s)/letter(s)/ number(s)	June 8, 2010

Trademark Registrations

Country	Mark	Serial Number	Declaration Mailing Date
United States	Samba and Design	85342336	March 11, 2009

Copyrights

Country	Copyright	Document Number	Recordation Date	Date of Execution
United States	Samba Logo	V3481D961	December 12, 2001	May 21, 2000

Patents

Country	Invention Nickname	Date of Patent / Patent No.	Inventors / Dates of Assignment	General Description
United States	Samba Patent	March 23, 2004 / 6,711,575	Applewhite et al.	Methods and systems for providing controllable access to information contained in repositories

American Driving Records, Inc.:

Patents

None

Trademarks

TRADEMARK	COUNTRY	CURRENT ASSIGNEE	REGISTRATION NO.
ZAPAPP	U.S.	American Driving Records, Inc.	No renewal

Copyrights

TITLE	COUNTRY	CURRENT ASSIGNEE	REGISTRATION NO.
MVR2000-Version 3.1.102	U.S.	American Driving Records, Inc.	TX 7-103-096

Softech International, Inc.

Patents

None

Trademarks

TRADEMARK	COUNTRY	CURRENT ASSIGNEE	REGISTRATION NO.
"Fleet Alert"	U.S.	Softech International, Inc.	3859914
"Fleet Alerts"	U.S.	Softech International, Inc.	4421444

SCHEDULE C

Pending Registration Applications

SAMBA Safety Holdings, LLC: None

Safety Holdings, Inc.: None

SAMBA Holdings, Inc.: None

American Driving Records, Inc.: None

Softech International, Inc.: None

SCHEDULE D

Intellectual Property Rights Disclosure

SAMBASafety Holdings, LLC: None

Safety Holdings, Inc.: None

SAMBA Holdings, Inc.:

In or around 2006, SAMBA Holdings, Inc. received a notice letter from S&A Systems, Inc. (“S&A”), the company that operates www.fleetwatch.com, stating the Company’s “FleetWatch” trademark may be in violation of S&A’s trademark. The Company has received no further correspondence from S&A and has since implemented a branding transition from FleetWatch to “SAMBASafety.”

American Driving Records, Inc.: None

Softech International, Inc.: None