

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1A SMART START LLC		08/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
A SIMPLE INTERLOCK, LLC		08/21/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86296303	IN-HOM S.M.A.R.T. MOBILE	
Serial Number:	85872962	NO-DRIV	
Registration Number:	2962754	SEPARATING DRINKING FROM DRIVING	
Registration Number:	4166907	SETTING THE STANDARD IN ALCOHOL MONITORI	
Serial Number:	86560955	SMART BREATH	
Registration Number:	2825675	SMART LOG	
Registration Number:	2170846	SMART START	
Registration Number:	3877458	SMART START IN-HOM	
Registration Number:	4557264	SMART-ALERT	
Registration Number:	2843683	SMARTRAC	
Registration Number:	4035644	SSI-20/20	
Registration Number:	4671465	SSI-20/30	
Serial Number:	86491372	CO-PILOT	
CORRESPONDENCE DATA			
Fax Number:	3105572193		

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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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.067
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/11/2015

Total Attachments: 7
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent (as defined below) pursuant to this agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of August 21, 2015 (as amended, restated, supplemented, modified, extended, renewed, or replaced from time to time, the “**Intercreditor Agreement**”), among BNP Paribas, as the First Lien Agent, and Wilmington Trust, National Association, as the Second Lien Agent (together with its successors and assigns, the “**Second Lien Agent**”). In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of August 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a second-priority security interest in all right, title or interest in or to any and all of the following assets and properties 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 “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Recordation

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. Termination

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

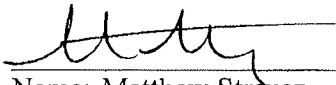
Section 7. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

IA SMART START LLC, as Grantor

By: 
Name: Matthew Strausz
Title: President

A SIMPLE INTERLOCK, LLC, as
Grantor


By: _____
Name: James Ballard
Title: Manager

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.

1A SMART START LLC, as Grantor

By: _____
Name: Matthew Strausz
Title: President

**A SIMPLE INTERLOCK, LLC, as
Grantor**

By: 
Name: James Ballard
Title: Manager

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: Meghan McCauley
Title: Assistant Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications:

<u>Owner</u>	<u>Trademark</u>	<u>Status</u>	<u>App. / Reg. Nos.</u>	<u>App./Reg. Date</u>
1A Smart Start, Inc.	IN-HOM S.M.A.R.T. MOBILE	Allowed	86/296,303	30-May-2014
1A Smart Start, Inc.	NO-DRIV	Allowed	85/872,962	11-Mar-2013
1A Smart Start, Inc.	SEPARATING DRINKING FROM DRIVING	Registered	76/438,319 2,962,754	07-Aug-2002 21-Jun-2005
1A Smart Start, Inc.	SETTING THE STANDARD IN ALCOHOL MONITORING TECHNOLOGY	Registered	85/398,059/ 4,166,907	15-Aug-2011/ 03-Jul-2012
1A Smart Start, Inc.	SMART BREATH	Pending	86/560,955	11-Mar-2015
1A Smart Start, Inc.	SMART LOG	Registered	76/257,537 2,825,675	15-May-2001 23-Mar-2004
1A Smart Start, Inc.	SMART START	Registered	75/200,660 2,170,846	13-Nov-1996 07-Jul-1998
1A Smart Start, Inc.	SMART START IN-HOM	Registered	77/619,077 3,877,458	20-Nov-2008 16-Nov-2010
1A Smart Start, Inc.	SMART-ALERT	Registered	85/945,211 4,557,264	29-May-2013 24-Jun-2014
1A Smart Start, Inc.	SMARTRAC	Registered	76/452,713 2,843,683	25-Sep-2002 18-May-2004
1A Smart Start, Inc.	SSI-20/20	Registered	77/920,647 4,035,644	26-Jan-2010 04-Oct-2011
1A Smart Start, Inc.	SSI-20/30	Registered	86/307,174/ 4,671,465	11-Jun-2014/ 13-Jan-2015
A Simple Interlock, LLC	CO-PILOT	Pending ITU	86491372	29-DEC-2014