

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDRIVING FLEET LLC		03/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., AS AGENT		
Street Address:	One North Franklin Street, Suite 2700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3902270	VIRTUAL RISK MANAGER	
Registration Number:	3902269	VIRTUAL RISK MANAGER	
Registration Number:	3376658	VIRTUAL RISK MANAGER	
Registration Number:	3898221	VIRTUAL RISK MANAGER	
Registration Number:	3898220	VIRTUAL RISK MANAGER	
Registration Number:	3898219	VIRTUAL RISK MANAGER	
Registration Number:	3902267	VIRTUAL RISK MANAGER	
Registration Number:	3902268	VIRTUAL RISK MANAGER	
Registration Number:	3563245	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	2759187	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	2798038	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	3766295	CRASH FREE CULTURE	
Registration Number:	3766296	CRASH FREE CULTURE	
Registration Number:	3766293	DRIVERINDEX	
Registration Number:	2735045	ONE MORE SECOND	
Registration Number:	3760141	ONETOONE	
Registration Number:	3753949	RISKCOACH	
Registration Number:	3766294	ROADRISK	
Registration Number:	3760142	ROADRISK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3760140	ROADSKILLS
Registration Number:	3798202	TARGETING DRIVER RISK REDUCTION US PATEN

CORRESPONDENCE DATA

Fax Number:

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: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339494-00039
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	03/15/2016

Total Attachments: 6

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- source=Trademark Security Agreement (Fleet)#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of March 15, 2016, by eDriving Fleet LLC, a Delaware limited liability company (“Grantor”), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as Agent for Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement or the Security Agreement, each as described below, as the context requires.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 25, 2014 by and among Grantor, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make Loans and extend other financial accommodations to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make Loans and extend other financial accommodations to Borrowers as provided for in the Credit Agreement, but upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of July 25, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”); and

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

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on **Schedule I** hereto;
- (b) all renewals or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[Signature pages follow]

IN WITNESS WHEREOF, 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.

EDRIVING FLEET LLC

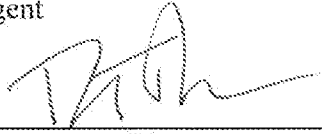
By: 

Name: Celia Stokes

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: 
Name: Richard T Jander
Title: Managing Director


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark No.</u>	<u>Description</u>	<u>Registration Date</u>
Reg. No.: 3,902,270	VIRTUAL RISK MANAGER	2011-01-04
Reg. No.: 3,902,269	VIRTUAL RISK MANAGER	2011-01-04
Reg. No.: 3,376,658	VIRTUAL RISK MANAGER	2008-01-29
Reg. No.: 3,898,221	VIRTUAL RISK MANAGER	2010-12-28
Reg. No.: 3,898,220	VIRTUAL RISK MANAGER	2010-12-28
Reg. No.: 3,898,219	VIRTUAL RISK MANAGER	2010-12-28
Reg. No.: 3,902,267	VIRTUAL RISK MANAGER	2011-01-04
Reg. No.: 3,902,268	VIRTUAL RISK MANAGER	2011-01-04
Reg. No.: 3,563,245	INTERACTIVE DRIVING SYSTEMS	2009-01-20
Reg. No.: 2,759,187	INTERACTIVE DRIVING SYSTEMS	2009-01-20
Reg. No.: 2,798,038	INTERACTIVE DRIVING SYSTEMS	2003-09-02
Reg. No.: 3,766,295	CRASH FREE CULTURE	2010-03-30
Reg. No.: 3,766,296	CRASH FREE CULTURE	2010-03-30
Reg. No.: 3,766,293	DRIVERINDEX	2010-03-30
Reg. No.: 2,735,045	ONE MORE SECOND	2003-07-08
Reg. No.: 3,760,141	ONETOONE	2010-03-16
Reg. No.: 3,753,949	RISKCOACH	2010-03-02
Reg. No.: 3,766,294	ROADRISK	2010-03-30
Reg. No.: 3,760,142	ROADRISK	2010-03-16

[Schedule I]

TRADEMARK
REEL: 005751 FRAME: 0448

<u>Trademark No.</u>	<u>Description</u>	<u>Registration Date</u>
Reg. No.: 3,760,140	ROADSKILLS	2010-03-16
Reg. No.: 3,798,202	 Targeting Driver Risk Reduction <small>US PATENT # 7,918,888</small>	2010-06-08

TRADEMARK APPLICATIONS

None.