

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAIN STREET CAPITAL CORPORATION		04/29/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	SAMBA HOLDINGS, INC.		
Street Address:	3830 COMMONS AVE. NE		
City:	ALBUQUERQUE		
State/Country:	NEW MEXICO		
Postal Code:	87109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2524266	DRIVEWAVE	
Registration Number:	3713630	FLEETWATCH	
Registration Number:	2810158	POLICYWATCH	
Registration Number:	2697518	SAMBA	
Registration Number:	4087574	SAMBASAFETY	
Registration Number:	2390361	TITLE WAVE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0121		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	04/29/2016		

OP \$165.00 2524266

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF LIEN (this “Release”) is made as of April 29, 2016 (the “Effective Date”) by Main Street Capital Corporation as administrative agent and collateral agent for itself and the lenders party to the Loan Agreement referred to below (in such capacity, the “Agent”), in favor of SAMBASafety Holdings, LLC, a Delaware limited liability company, Safety Holdings, Inc., a Delaware corporation, American Driving Records, Inc., a California corporation, Softech International, Inc., a Florida corporation, and SAMBA Holdings, Inc., a Delaware corporation (each, a “Grantor” and, collectively, the “Grantors”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined below).

WHEREAS, the Grantors and the Agent entered into that certain Loan Agreement, dated as of November 17, 2011 (as amended and restated as of October 1, 2014 and as amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the “Loan Agreement”), by and among the Grantors, the Agent and the other parties thereto, pursuant to which the Grantors executed and delivered (i) that certain Security Agreement, including the schedules thereto, dated as of November 17, 2011 (as amended and restated as of October 1, 2014 and as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Security Agreement”) and (ii) that certain Intellectual Property Security Agreement, including the schedules thereto, dated as of November 17, 2011 (as amended and restated as of October 1, 2014 and as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “IP Security Agreement” and, together with the Security Agreement, the “Security Agreements”), which was recorded with (x) the United States Patent and Trademark Office on November 18, 2011 at reel 027255 / frame 0318, December 1, 2011 at reel 4669 / frame 0767 and December 22, 2014 at reel 5424 / frames 0510, 0691, 0745 and 0771 and reel 034567 / frame 0496 and (y) the United States Copyright Office on December 15, 2011 as document number V3611D363 and in a form delivered to the United States Copyright Office on or about December 18, 2014 for which notice of recordation is pending as of the date hereof;

WHEREAS, pursuant to the Security Agreements, the Grantors granted to and created in favor of the Agent a continuing first priority Lien on and security interest in and to all of the Intellectual Property of the Grantors (as such term is defined in the Security Agreement) (including, but not limited to, those items set forth on Schedule A hereto and/or identified in the Security Agreements), whether then existing or thereafter acquired by Grantors, as security for the due and punctual payment and performance of the Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise; and

WHEREAS, the Agent requests a specific release of the Lien and security interest granted and recorded against all of the Intellectual Property of the Grantors (including, but not limited to, those items set forth on Schedule A hereto and/or identified in the Security Agreements).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and its respective successors and assigns, hereby: (i) terminates the and fully releases and discharges any and all liens, security interests, right, title and interest it may have, in whole or in part, in, to and under all of the Intellectual Property of each Grantor (including, but not limited to, those items set forth on Schedule A hereto and/or identified in the Security Agreements), together with the goodwill of the business symbolized thereby, all applications and registrations related thereto, and all other right, title and interest in and to any other Intellectual Property conveyed to the Agent (if any) pursuant to the Loan Agreement, the Security Agreements, and/or any other agreement; (ii) re-assigns to each Grantor any and all such right, title and interest that it may have in any such Intellectual Property (if any) to such Grantor; (iii) agrees that it shall execute all other documents and do all other acts, in each case, requested by any Grantor and necessary to relinquish and effect the release of such rights to such Grantor; and (iv) authorizes and requests that the United States Patent and Trademark Office and the United States Copyright Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Agent's liens on, security interests in, and rights under each of the Loan Agreement and the Security Agreements with respect to any such Intellectual Property.

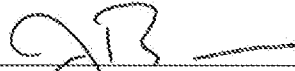
This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas.

* * * * *

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

MAIN STREET CAPITAL CORPORATION
as Agent

By:  _____

Name: Jason Beauvais

Title: Chief Compliance Officer

[Signature Page to IP Release]

TRADEMARK
REEL: 005781 FRAME: 0786

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; vehicle fleet monitoring services for safety purposes	June 4, 2011
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

Fleetalerts.biz

Fleetalerts.info

Fleetalert.info

Teenticketalert.com

Teenticketalert.org

veridad.com

Pending Registration Applications

SAMBASafety Holdings, LLC: None

Safety Holdings, Inc.: None

SAMBA Holdings, Inc.: None

American Driving Records, Inc.: None

Softech International, Inc.: None