

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rear View Safety Inc.		06/17/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	OCM FIE, LLC, as Administrative Agent		
Street Address:	1301 Avenue of Americas		
Internal Address:	34th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4182029	REVERSE WITH CONFIDENCE	
Serial Number:	86575879	GOVUE	
Serial Number:	86659563	RV-EYE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Rebecca Floren		
SIGNATURE:	/s/ Rebecca Floren		
DATE SIGNED:	06/22/2016		
Total Attachments: 4			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF SEPTEMBER 30, 2013 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BNP PARIBAS, AS FIRST LIEN ADMINISTRATIVE AGENT, AND OCM FIE, LLC, AS SECOND LIEN ADMINISTRATIVE AGENT, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

GRANT OF SECOND LIEN TRADEMARK SECURITY INTEREST

June 17, 2016

WHEREAS, REAR VIEW SAFETY INC., a New York corporation (the "**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Safe Fleet Acquisition Corp., a Delaware corporation ("Company") has entered into a Note Purchase Agreement, dated as of September 30, 2013 (said Note Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Note Agreement**") with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Note Agreement from time to time, the "**Lenders**"), and OCM FIE, LLC, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Note Agreement, to purchase Term Notes from the Company; and

WHEREAS, the Grantor has executed and delivered that certain Counterpart for Additional Guarantors to Subsidiary Guaranty with respect to the Second Lien Subsidiary Guaranty dated as of the date hereof, pursuant to which the Grantor has become a Guarantor under that certain Subsidiary Guaranty, dated September 30, 2013 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders, pursuant to which the Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Note Agreement and the other Loan Documents; and

WHEREAS, the Grantor has executed and delivered that certain Counterpart to Security Agreement, dated as of the date hereof, with respect to the Second Lien Security Agreement dated as of September 30, 2013 (said Second Lien Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Company, Secured Party, and the other grantors named therein, and pursuant to which the Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to Secured Party pursuant to the Security Agreement,

Grant of Trademark Security Interest
to Security Agreement

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the Grantor hereby grants to Secured Party a security interest in all of the Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of the Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Second Lien Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

REAR VIEW SAFETY INC.

By: 

Name: John Knox

Title: Chief Executive Officer

Grant of Trademark Security Interest
to Security Agreement

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**SCHEDULE A
TO
GRANT OF SECOND LIEN TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Rear View Safety Inc.	REVERSE WITH CONFIDENCE®	4,182,029	7/31/2012
Rear View Safety Inc.	GoVue	86,575,879	3/25/2015
Rear View Safety Inc.	RV-EYE	86,659,563	6/11/2015