

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM441558

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lytix, Inc.		08/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HPS Investment Partners, LLC, as Collateral Agent		
<b>Street Address:</b>	40 West 57th Street		
<b>Internal Address:</b>	33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 58</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86787083	AUTOTUNE	
<b>Serial Number:</b>	87022111	DRIVECAM ENTERPRISE	
<b>Serial Number:</b>	86787080	LYTX AUTOTUNE	
<b>Serial Number:</b>	87425231	LYTX HUB	
<b>Serial Number:</b>	86600511	LYTX RAIR	
<b>Serial Number:</b>	87180493	LYTX UNISYN	
<b>Serial Number:</b>	87180512	LYTX UNISYN	
<b>Serial Number:</b>	87110927	UNISYN	
<b>Registration Number:</b>	4948034	ACTIVEVISION	
<b>Registration Number:</b>	4951834	DC ENTERPRISE	
<b>Registration Number:</b>	4951831	DC PROTECT	
<b>Registration Number:</b>	4795872	DELIVERING INSIGHTS. DRIVING RESULTS.	
<b>Registration Number:</b>	4720824	DELIVERING INSIGHTS. DRIVING RESULTS.	
<b>Registration Number:</b>	4700794		
<b>Registration Number:</b>	4867477		
<b>Registration Number:</b>	4276397	DRIVER SCIENCE	
<b>Registration Number:</b>	3258766	DRIVECAM	
<b>Registration Number:</b>	3279967	DRIVECAM	

CH \$1465.00 86787083

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	3376104	DRIVECAM
<b>Registration Number:</b>	3258763	DRIVECAM
<b>Registration Number:</b>	2440136	DRIVECAM
<b>Registration Number:</b>	4454419	DRIVECAM
<b>Registration Number:</b>	4122554	DRIVECAM
<b>Registration Number:</b>	3945408	DRIVECAM ONLINE
<b>Registration Number:</b>	3941571	DRIVECAM ONLINE
<b>Registration Number:</b>	3945407	DRIVECAM ONLINE
<b>Registration Number:</b>	4795878	DRIVECAM POWERED BY LYTX
<b>Registration Number:</b>	5157940	DRIVECAM PROTECT
<b>Registration Number:</b>	4813251	DRIVECAMONE
<b>Registration Number:</b>	4664081	DRIVER SCIENCE ENGINE
<b>Registration Number:</b>	4158343	DRIVING INSIGHTS
<b>Registration Number:</b>	4942020	FLEXFOCUS
<b>Registration Number:</b>	4942019	FLEXCOACH
<b>Registration Number:</b>	2643463	HINDSIGHT 20/20
<b>Registration Number:</b>	4302034	INTEGRATED DRIVER MANAGEMENT
<b>Registration Number:</b>	4795879	LYTX
<b>Registration Number:</b>	4948035	LYTX ACTIVEVISION
<b>Registration Number:</b>	4795871	LYTX
<b>Registration Number:</b>	5091448	LYTX
<b>Registration Number:</b>	5100980	LYTX DRIVECAM
<b>Registration Number:</b>	5110516	LYTX DRIVECAM
<b>Registration Number:</b>	4795874	LYTX ENGINE
<b>Registration Number:</b>	5045942	LYTX FUEL SCORE
<b>Registration Number:</b>	4979481	LYTX
<b>Registration Number:</b>	4700795	LYTX INSIGHTS
<b>Registration Number:</b>	5261556	LYTX RAIR
<b>Registration Number:</b>	4951844	LYTX SAFETY SCORE
<b>Registration Number:</b>	4238376	ONBOARD COACH
<b>Registration Number:</b>	4946908	POWERED BY LYTX
<b>Registration Number:</b>	4357051	RAIR
<b>Registration Number:</b>	4006905	RISKPREDICT
<b>Registration Number:</b>	3565569	RISKPREDICT
<b>Registration Number:</b>	3565568	RISKPREDICT
<b>Registration Number:</b>	4795881	SENSE, PREDICT, PREVENT.
<b>Registration Number:</b>	4795882	SPP
<b>Registration Number:</b>	4126106	THE DRIVER SCIENCE COMPANY

Property Type	Number	Word Mark
Registration Number:	4161724	THE DRIVING SCIENCE COMPANY
Registration Number:	5162968	UNISYN

**CORRESPONDENCE DATA**

**Fax Number:** 3125585700

*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) 558-6352

**Email:** mfoy@winston.com

**Correspondent Name:** Michelle Foy, Winston & Strawn LLP

**Address Line 1:** 35 West Wacker Drive

**Address Line 2:** Suite 4200

**Address Line 4:** Chicago, ILLINOIS 60601-9703

**ATTORNEY DOCKET NUMBER:** 87102.4

**NAME OF SUBMITTER:** Michelle Foy

**SIGNATURE:** /Michelle Foy/

**DATE SIGNED:** 08/31/2017

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2017 (this "Agreement"), between Lytx, Inc., a Delaware corporation (the "Grantor"), and HPS Investment Partners, LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of August 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Padres Holdings, Inc., a Delaware corporation ("Holdings"), Lytx, Inc., a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and HPS Investment Partners, LLC, as Administrative Agent, Collateral Agent and a Lender and (b) the Collateral Agreement dated as of August 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in (i) all of such Grantor's right, title and interest in, to and under its United States Trademark applications and registrations, including those listed on Schedule I attached hereto (the "Trademark Collateral"), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" or an "Amendment to Allege Use", with respect thereto, but only 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 such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate

and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

LYTX, INC., as Grantor

By: 


Name: Eric Palmer

Title: Executive Vice President and  
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006144 FRAME: 0396**

HPS INVESTMENT PARTNERS, LLC, as  
Collateral Agent

By:   
Name: \_\_\_\_\_  
Title:

COLBERT CANNON  
MANAGING DIRECTOR

Schedule I  
Trademarks



Trademark Applications:

Trademark	Applicant	Application No. / Application Date
AUTOTUNE	Lytx, Inc.	86787083 10/13/2015
DRIVECAM ENTERPRISE	Lytx, Inc.	87022111 5/2/2016
LYTX AUTOTUNE	Lytx, Inc.	86787080 10/13/2015
LYTX HUB	Lytx, Inc.	87425231 4/25/2017
LYTX RAIR AND DESIGN	Lytx, Inc.	86600511 04/16/2015
LYTX UNISYN	Lytx, Inc.	87180493 9/22/2016
LYTX UNISYN	Lytx, Inc.	87180512 9/22/2016
UNISYN	Lytx, Inc.	87110927 7/20/2016

Registered Trademarks:

Trademark	Registered Owner	Registration No. / Registration Date
ACTIVEVISION	Lytx, Inc.	4948034 4/26/2016
DC ENTERPRISE	Lytx, Inc.	4951834 5/3/2016
DC PROTECT	Lytx, Inc.	4951831 5/3/2016
DELIVERING INSIGHTS. DRIVING RESULTS.	Lytx, Inc.	4795872 08/18/2015
DELIVERING INSIGHTS. DRIVING RESULTS.	Lytx, Inc.	4720824 04/14/2015
DESIGN ONLY	Lytx, Inc.	4700794 03/10/2015



Trademark	Registered Owner	Registration No. / Registration Date
DESIGN ONLY	Lytx, Inc.	4867477 12/08/2015
DRIVE SCIENCE	Lytx, Inc.	4276397 01/15/2013
DRIVECAM	Lytx, Inc.	3258766 07/03/2007
DRIVECAM	Lytx, Inc.	3279967 08/14/2007
DRIVECAM	Lytx, Inc.	3376104 01/29/2008
DRIVECAM	Lytx, Inc.	3258763 07/03/2007
DRIVECAM	Lytx, Inc.	2440136 04/03/2001
 DRIVECAM DESIGN	Lytx, Inc.	4454419 12/24/2013
 DRIVECAM DESIGN	Lytx, Inc.	4122554 04/03/2012
DRIVECAM ONLINE	Lytx, Inc.	3945408 04/12/2011
DRIVECAM ONLINE	Lytx, Inc.	3941571 04/05/2011
DRIVECAM ONLINE	Lytx, Inc.	3945407 04/12/2011
DRIVECAM POWERED BY LYTX AND DESIGN	Lytx, Inc.	4795878 08/18/2015
DRIVECAM PROTECT	Lytx, Inc.	5157940 3/7/2017
DRIVECAMONE	Lytx, Inc.	4813251 09/15/2015
DRIVER SCIENCE ENGINE	Lytx, Inc.	4664081 12/30/2014

<b>Trademark</b>	<b>Registered Owner</b>	<b>Registration No. / Registration Date</b>
DRIVING INSIGHTS	Lytx, Inc.	4158343 06/12/2012
FLEXFOCUS	Lytx, Inc.	4942020 4/19/2016
FLEXCOACH	Lytx, Inc.	4942019 4/19/2016
HINDSIGHT 20/20	Lytx, Inc.	2643463 10/29/2002
INTEGRATED DRIVER MANAGEMENT	Lytx, Inc.	4302034 03/12/2013
LYTX	Lytx, Inc.	4795879 08/18/2015
LYTX ACTIVEVISION	Lytx, Inc.	4948035 4/26/2016
LYTX AND DESIGN	Lytx, Inc.	4795871 08/18/2015
LYTX AND DESIGN	Lytx, Inc.	5091448 11/29/2016
LYTX DRIVECAM	Lytx, Inc.	5100980 12/13/2016
LYTX DRIVECAM IN STYLIZED LETTERS	Lytx, Inc.	5110516 12/27/2016
LYTX ENGINE	Lytx, Inc.	4795874 08/18/2015
LYTX FUEL SCORE	Lytx, Inc.	5045942 9/20/2016
LYTX IN STYLIZED LETTERS	Lytx, Inc.	4979481 6/14/2016
LYTX INSIGHTS	Lytx, Inc.	4700795 03/10/2015
LYTX RAIR	Lytx, Inc.	5261556 8/8/2017
LYTX SAFETY SCORE	Lytx, Inc.	4951844 5/3/2016

<b>Trademark</b>	<b>Registered Owner</b>	<b>Registration No. / Registration Date</b>
ONBOARD COACH	Lytx, Inc.	4238376 11/06/2012
POWERED BY LYTX	Lytx, Inc.	4946908 4/26/2016
RAIR	Lytx, Inc.	4357051 06/25/2013
RISKPREDICT	Lytx, Inc.	4006905 08/02/2011
RISKPREDICT	Lytx, Inc.	3565569 01/20/2009
RISKPREDICT	Lytx, Inc.	3565568 01/20/2009
SENSE, PREDICT, PREVENT.	Lytx, Inc.	4795881 08/18/2015
SPP	Lytx, Inc.	4795882 08/18/2015
THE DRIVER SCIENCE COMPANY	Lytx, Inc.	4126106 04/10/2012
THE DRIVING SCIENCE COMPANY	Lytx, Inc.	4161724 06/19/2012
UNISYN	Lytx, Inc.	5162968 3/14/2017