

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aceable, LLC	FORMERLY Aceable Inc.	11/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86553253	A	
Serial Number:	86108297	ACEABLE	
Serial Number:	87430269	ACEABLEAGENT	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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>			
Phone:	619-699-2700		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	11/30/2018		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 30, 2018 by and between JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below, and Aceable, Inc., a Delaware corporation, Aceable, LLC, a Delaware limited liability company, Interactive Solutions LLC, a Texas limited liability company and I Drive Safely, L.L.C., a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Administrative Agent has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to XGRIT LLC, a Delaware limited liability company (the “Borrower”) in the amounts and manner set forth in that certain Credit Agreement by and among the Administrative Agent, the Grantors and the other Loan Parties party thereto, dated the date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). The Administrative Agent is willing to make the Loans to the Borrower, but only upon the condition, among others, that each Grantor shall grant to the Administrative Agent a security interest in the Collateral, including certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of such Grantor under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among the Administrative Agent, the Grantors and the other Loan Parties party thereto, each such Grantor has granted to the Administrative Agent a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to the Administrative Agent a security interest in all of such Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything contained in this Agreement to the contrary, the term “Intellectual Property Collateral” (or any other defined term or subcategory of assets that is used in such definition) shall not include Excluded Collateral (as defined in the Security Agreement); provided, that if and when any property that would otherwise constitute Intellectual Property Collateral shall cease to be Excluded Collateral, such property shall be deemed at all times from and after such date to constitute Intellectual Property Collateral.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Each Grantor hereby authorizes the Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a

signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

ACEABLE INC.

By:  _____

Name: Blake Garrett
Title: President and Chief Executive Officer

ACEABLE, LLC

By:  _____

Name: Blake Garrett
Title: President and Chief Executive Officer

I DRIVE SAFELY, L.L.C.

By:  _____

Name: Blake Garrett
Title: President and Secretary


INTERACTIVE SOLUTIONS LLC

By:  _____

Name: Blake Garrett
Title: President and Secretary

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Eleftherios Karsos

Title: Authorized Officer

EXHIBIT A

Copyrights

Owner	Title	Reg. No.	Reg. Date
Interactive Solutions LLC d.b.a. 4NewDrivers	4newdrivers.com.	TXu001115356	6/11/2003
Interactive Solutions LLC	AmericaDrives.com.	TX0006090453	3/8/2004
Interactive Solutions LLC	AmericaDrives.com.	TXu001118321	9/26/2003
Interactive Solutions LLC	DriversEd.com.	TX0006265318	8/29/2005
Interactive Solutions LLC	DriversEd.com / author, Golduber.	TX0006050984	9/28/2004
Interactive Solutions LLC	The Learning Annex: WebTrafficSchool.com.	TX0006090454	3/8/2004
Interactive Solutions LLC	Need drivers ed, DMV certificate? : DriversEd.com.	TX0006090455	3/8/2004
Interactive Solutions LLC d.b.a. WebTrafficSchool.com	WebTrafficSchool.com	TXu001146876	6/11/2003
Interactive Solutions LLC	Mentisoft version 1.0 consisting of two modules, rtm editor version 1.01 and rtm navigator version 1.0; Real time mentoring.	TXu000854242	10/7/1998

Copyright No.	Description	Owner
TXu000912610 supplemented by TXu000935362	"Ticket Erasers Online traffic School"	I Drive Safely, L.L.C.
TXu0006367762	I Drive Safely New York Driver Improvement Curriculum Manual	I Drive Safely, L.L.C.
TXu0005464825	"Online traffic school: content video timer"	I Drive Safely, L.L.C.
PAu003390572	"TEEN online Driver Education Course"	I Drive Safely, L.L.C.
PAu003468502	"Florida first Time Driver Course"	I Drive Safely, L.L.C.
PAu3468511	"Curso de Ecuesla de Trafico de California"	I Drive Safely, L.L.C.
PAu003038743	"I Drive Safely Online Driver Improvement Program"	I Drive Safely, L.L.C.
PAu003468494	"Arizona Defensive Driving Course"	I Drive Safely, L.L.C.
PAu003486566	"California Traffic School Course"	I Drive Safely, L.L.C.
PAu003468510	"Delaware Aggressive Driver"	I Drive Safely, L.L.C.
PAu003468493	"Delaware Defensive Driving"	I Drive Safely, L.L.C.
PAu003468509	"Delaware Defensive Driving 3-year Refresher/ Renewal Course"	I Drive Safely, L.L.C.
PAu003468507	"Delaware Defensive Driving Course 10% Auto Liability Insurance Reduction Basic Course"	I Drive Safely, L.L.C.
PAu003468499	"Florida 8-hour Traffic School"	I Drive Safely, L.L.C.
PAu003486565	"Florida Traffic Ticket Dismissal"	I Drive Safely, L.L.C.
PAu003467995	"Indiana Online Traffic School Course"	I Drive Safely, L.L.C.
PAu003468497	"Maine Risk Awareness Course"	I Drive Safely, L.L.C.
PAu003467997	"Maryland Online Driver Improvement Program"	I Drive Safely, L.L.C.
PAu003532862	"Missouri Driver Improvement Course"	I Drive Safely, L.L.C.
PAu003468495	"New Hampshire Driving	I Drive Safely, L.L.C.

Copyright No.	Description	Owner
	Safety Course”	
PAu003468504	“New Jersey Point/Insurance Reduction Course”	I Drive Safely, L.L.C.
PAu003486569	“North Dakota Insurance Reduction Course”	I Drive Safely, L.L.C.
PAu003532843	“Ohio Court-ordered Defensive Driving Course”	I Drive Safely, L.L.C.
PAu003486568	“Texas Defensive Driving Course- Ticket Dismissal”	I Drive Safely, L.L.C.
PAu003532867	“Utah Online traffic School Course”	I Drive Safely, L.L.C.
PAu003486564	“Virginia Voluntary- Get 5 Safe Driving Points”	I Drive Safely, L.L.C.
PAu003468505	“Washington- Level 1: 4-hour Defensive Driving Course”	I Drive Safely, L.L.C.
PA0001747204	“Aggressive Driving”	I Drive Safely, L.L.C.
PA0001747201	“Distracted Driving”- Ticket Dismissal”	I Drive Safely, L.L.C.
PA0001747202	“Drowsy Driving - Basic”	I Drive Safely, L.L.C.
PA0001747203	“Drowsy Driving - Advanced”	I Drive Safely, L.L.C.
PA0001776972	“Fuel Efficient Driving 2”	I Drive Safely, L.L.C.
PA0001776937	“Proactive Defensive Driving”	I Drive Safely, L.L.C.
PA0001776928	“Safe Winter Driving”	I Drive Safely, L.L.C.
PA0001776975	“Van Driving Safety”	I Drive Safely, L.L.C.
TXu489-547 (Assignment No.V3594D592)	“Drive Time” Video Script”	I Drive Safely, L.L.C.
TXu483-231 (Assignment No.V3594D592)	“Drive time Defensive Driving Training Video”	I Drive Safely, L.L.C.
TXu1-016-112 (Assignment No.V3594D592)	“Improve “Aware Driver” Course: Course Curriculum”	I Drive Safely, L.L.C.
TXu634-998 (Assignment No.V3594D592)	“USA Driving Safety Course”	I Drive Safely, L.L.C.

Copyright No.	Description	Owner
TXu4-745-883 (Assignment No.V3594D592)	"Interactive Student Contract"	I Drive Safely, L.L.C.
PAu3-048-220 (Assignment No.V3594D592)	"Texas Dash Video Course Script"	I Drive Safely, L.L.C.
PAu1-333-565 (Assignment No.V3594D592)	"Take Home Defensive Driving Video - Texas Course 2006"	I Drive Safely, L.L.C.
VAu1-371-955 (Assignment No.V3594D592)	"Take Home Defensive Driving DVD Jacket Cover 2006"	I Drive Safely, L.L.C.
PAu3-062-403 (Assignment No.V3594D592)	"Florida Dash Video Course Script"	I Drive Safely, L.L.C.
PAu1-367-165 (Assignment No.V3594D592)	"American Driver Improvement Version 2: Video Course Script"	I Drive Safely, L.L.C.
PAu1-371-541 (Assignment No.V3594D592)	"American Driver Improvement Version 2: Video"	I Drive Safely, L.L.C.
TXu3-690-915 (Assignment No.V3594D592)	"Interactive Teaching and Validation System"	I Drive Safely, L.L.C.
TXu4-745-185 (Assignment No.V3594D592)	"Driving Course Registration"	I Drive Safely, L.L.C.
PA0001776524	"Seller Server Alcohol Certification Online"	I Drive Safely, L.L.C.
PA0001776520	"Seller Server Alcohol Certification Course"	I Drive Safely, L.L.C.
PAu003532869	"General Mature Driver Safety Course"	I Drive Safely, L.L.C.
PAu003467980	"California Mature Driver Improvement (Initial Course)"	I Drive Safely, L.L.C.
PAu003532865	"Florida Mature Driver Safety Course"	I Drive Safely, L.L.C.
PAu003532850	"Nevada Mature Driver Safety Course"	I Drive Safely, L.L.C.
PAu003532854	"Utah Mature Driver Safety Course"	I Drive Safely, L.L.C.
PAu003532849	"Washington Sr. Driver Accident Prevention Course"	I Drive Safely, L.L.C.
PA0001747205	"Fuel-Efficient Driving"	I Drive Safely, L.L.C.

Copyright No.	Description	Owner
PAu3561012	"North Dakota Mature Driver Insurance Reduction Course"	I Drive Safely, L.L.C.
Pau3559578	"New Jersey Mature Driver Insurance Reduction Course"	I Drive Safely, L.L.C.
PA0001804479	"Colorado Driver Improvement Course"	I Drive Safely, L.L.C.
PA0001835734	"Connecticut Mature Driver Program"	I Drive Safely, L.L.C.
PAu003613406	"DPC Generic"	I Drive Safely, L.L.C.
PA0001778278	"Georgia driver education course"	I Drive Safely, L.L.C.
PA0001804174	"Georgia Driving Safety Course"	I Drive Safely, L.L.C.
PA0001804163	"I DRIVE SAFELY Online Driver Improvement Curriculum"	I Drive Safely, L.L.C.
PA0001804480	"Idaho Driver Improvement Course"	I Drive Safely, L.L.C.
PAu003739559	"Illinois Adult Driver Education Course"	I Drive Safely, L.L.C.
PA0001778308	"Indiana teen driver education course"	I Drive Safely, L.L.C.
PA0001804176	"Kansas AAA IDS Insurance Disc. & Accident Prevention"	I Drive Safely, L.L.C.
PA0001797873	"ME Mature"	I Drive Safely, L.L.C.
PA0001804232	"Michigan Driving Safety Course"	I Drive Safely, L.L.C.
PA0001833106	"Minnesota Mature Driver Program (Initial Course)"	I Drive Safely, L.L.C.
PA0001778286	"Nevada driver education course"	I Drive Safely, L.L.C.
PA0001791427	"Nevada Driver Improvement Course"	I Drive Safely, L.L.C.
PA0001804171	"New Mexico Driver Improvement Course - Court Referred"	I Drive Safely, L.L.C.
PA0001804169	"New York Point & Insurance Reduction Program"	I Drive Safely, L.L.C.

Copyright No.	Description	Owner
PA0001797883	"NJ Mature"	I Drive Safely, L.L.C.
PA0001796924	"NM Spanish"	I Drive Safely, L.L.C.
PA0001778283	"Oklahoma Online Parent-taught Driver Education Course"	I Drive Safely, L.L.C.
PA0001778309	"Pennsylvania driver education course"	I Drive Safely, L.L.C.
PA0001835736	"Pennsylvania Mature Driver Program (Initial Course)"	I Drive Safely, L.L.C.
PA0001808463	"Tennessee Mature Driver Safety Course"	I Drive Safely, L.L.C.
PA0001923007	"Texas Adult Driver Education"	I Drive Safely, L.L.C.
PA0001778316	"Texas online parent-taught driver education course"	I Drive Safely, L.L.C.
PA0001924785	"Texas Online Video - Defensive Driving Course"	I Drive Safely, L.L.C.
PA0001804031	"Texas Seat Belt Course"	I Drive Safely, L.L.C.
PAu003732505	"Texas TEA Teen Online Driver Education"	I Drive Safely, L.L.C.
PA0001804029	"TX Adult"	I Drive Safely, L.L.C.
PA0001778325	"Virginia home-schooled driver education course"	I Drive Safely, L.L.C.
PA0001900259	"Wisconsin Failure-to-yield"	I Drive Safely, L.L.C.
PAu003148350	I Drive Safely, Online Driver Improvement Curriculum / by I Drive Safely.	I Drive Safely, L.L.C.
PA0001778277	California Driver Education Course	I Drive Safely, L.L.C.
PA0001778280	Colorado Driver Education Course	I Drive Safely, L.L.C.

EXHIBIT B

Patents

NONE.

EXHIBIT C

Trademarks¹

Owner	Trademark	Reg. No./Reg. Date
Aceable Inc.	A and Design (as depicted below) 	Reg No.: 4831292 Serial No.: 86553253 Registered: October 13, 2015
Aceable Inc.	ACEABLE	Reg No.: 4603187 Serial No.: 86108297 Registered: September 9, 2014
Aceable Inc.	ACEABLEAGENT	Reg No.: 5466067 Serial No.: 87430269 Registered: May 8, 2018

Owner	Trademark	Reg. No. / Reg. Date
I Drive Safely, L.L.C.	AMERICAN DRIVER IMPROVEMENT	3,115,676 7/18/06
I Drive Safely, L.L.C.	DIGITALDRIVING	5,176,020 4/4/17
I Drive Safely, L.L.C.	DIGITAL DRIVING TRAFFIC SCHOOL & DEFENSIVE DRIVING (design)	5,235,443 7/4/17
I Drive Safely, L.L.C.	DIGITALDRIVING.COM	3,167,833 11/7/06
I Drive Safely, L.L.C.	I (design)	4,961,032 5/16/16
I Drive Safely, L.L.C.	I DRIVE SAFELY	3,422,112 5/6/08
I Drive Safely, L.L.C.	I DRIVE SAFELY (design)	4,961,031 5/16/16
I Drive Safely, L.L.C.	SELLERSERVER.COM	4,344,570 6/4/13

¹ All assets of Aceable Inc. will be transferred to Aceable, LLC pursuant to the Aceable Intercompany Transfer on or after the Closing Date.

Owner	Trademark	Reg. No. / Reg. Date
I Drive Safely, L.L.C.	TAKE HOME	2,273,697 8/31/99
I Drive Safely, L.L.C.	TAKE HOME DEFENSIVE DRIVING	2,468,673 7/17/01
I Drive Safely, L.L.C.	TAKEHOME.COM	2,791,669 12/9/03
Interactive Solutions LLC D/B/A DriversEd.Com	DRIVERSED.COM (design)	3,817,341 7/13/10
Interactive Solutions LLC	DRIVERSED.COM (stylized)	5216210 6/6/17

Trademark Applications

Filer	Trademark	App. No. / Filing Date
Interactive Solutions LLC	DE DriversEd.com	88150109 10/10/18
Interactive Solutions LLC	PERMIT PRO	88/079163 8/15/18