

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alcohol Monitoring Systems, Inc.		12/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as administrative agent		
Street Address:	800 Nicollet Mall		
Internal Address:	BC-MN-H03Q		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4840765	SCRAM CAM	
Registration Number:	4760408	SCRAMNET	
Registration Number:	4847597	SCRAM GPS	
Registration Number:	4679566	SCRAM CONTINUOUS ALCOHOL MONITORING	
Registration Number:	4679561	SCRAM REMOTE BREATH	
Registration Number:	4679563	SCRAM HOUSE ARREST	
Serial Number:	88146772	SCRAM NEXUS	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	059235.11058		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		

OP \$190.00 4840765

SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	01/11/2019
Total Attachments: 3 source=US BANK Confirmatory Grant of Security Interest in Trademarks-v1#page1.tif source=US BANK Confirmatory Grant of Security Interest in Trademarks-v1#page2.tif source=US BANK Confirmatory Grant of Security Interest in Trademarks-v1#page3.tif	

Confirmatory Grant of Security Interest in Trademarks

This Confirmatory Grant of Security Interest in Trademarks (this “Confirmatory Grant”) is made effective as of December 21, 2018, by and from the grantor party hereto (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”).

WHEREAS, the Grantor has granted security interests to the Secured Party under that certain Trademark Security Agreement, dated as of December 16, 2014 (as amended, restated, or otherwise modified, the “Trademark Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Schedule I, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Trademark Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Trademark Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Trademark Security Agreement, the provisions of the Trademark Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Trademark Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full (or cash collateralization in a manner reasonably acceptable to the Secured Party) of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

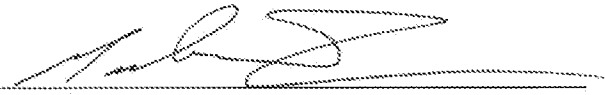
3) Governing Law and Construction. **THE VALIDITY, CONSTRUCTION, AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF, BUT GIVING EFFECT TO FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO NATIONAL BANKS.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks as of the date first written above.

GRANTOR:

ALCOHOL MONITORING SYSTEMS, INC.

By: _____



Michael Iiams
Chief Executive Officer

Confirmatory Grant of Security Interest in Trademarks

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
Scram Cam	4840765	10/27/2015
Scramnet	4760408	6/23/2015
Scram GPS	4847597	11/3/2015
Scram Continuous		
Alcohol Monitoring	4679566	1/27/2015
Scram Remote Breath	4679561	1/27/2015
Scram House Arrest	4679563	1/27/2015

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Scram Nexus	88146772	10/8/2018