

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTDRIVE SYSTEMS, INC.		08/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TCS Talents, LLC, as the Collateral Agent		
Street Address:	2100 McKinney Ave, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3819803	SMARTDRIVE	
Registration Number:	3823581	SMARTDRIVE	
Registration Number:	5341339	SMARTDRIVE SMARTIQ	
Registration Number:	4154356	SMARTDRIVE	
Serial Number:	87604924	SMARTDRIVE	
Serial Number:	88120392	SMARTRECORDER	
Serial Number:	87756944	SMARTSENSE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	69347-10090		

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NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/03/2019
Total Attachments: 4 source=SmartDrive - Trademark Security Agreement [Executed]#page1.tif source=SmartDrive - Trademark Security Agreement [Executed]#page2.tif source=SmartDrive - Trademark Security Agreement [Executed]#page3.tif source=SmartDrive - Trademark Security Agreement [Executed]#page4.tif	

GRANT OF A SECURITY INTEREST – TRADEMARKS

August 30 2019

WHEREAS, SmartDrive Systems, Inc., a Delaware corporation (the “Grantor”), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TCS Talents, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

If any conflict or inconsistency exists between this Grant of Security Interest – Trademarks and the Security Agreement, the Security Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

SMARTDRIVE SYSTEMS, INC.

By: 
Name: Shawn Swaney
Title: Chief Financial Officer

[Signature Page to Grant of a Security Interest – Trademarks]

TRADEMARK
REEL: 006735 FRAME: 0007

SCHEDULE A TO GRANT OF A SECURITY INTEREST

[See attached]

Trademarks as of August 15, 2019

Case Ref.	Title	Case Status	Country	International Classes	Application No.	Application Date	Registration No.	Registration Date
022412-0451668	SMARTDRIVE	Pending	Canada	09, 09, 35, 35, 36, 36, 38, 38	1837638	5/15/2017		
022412-0454434	SMARTDRIVE	Pending	Canada	09	1857332	9/13/2017		
022412-0451671	SMARTDRIVE AND DESIGN	Pending	Canada	09, 09, 35, 35, 36, 36, 38, 38	1837639	5/15/2017		
022412-0451674	SMARTDRIVE SMARTIQ	Pending	Canada	09, 35, 36, 38	1844648	6/27/2017		
022412-0457028	SMARTSENSE	Pending	Canada	09	1973165	6/13/2019		
022412-0451670	SMARTDRIVE	Registered	European Union Intellectual Property Office	09, 35, 36, 38	016450546	3/9/2017	016450546	8/9/2017
022412-0458435	SMARTDRIVE	Registered	European Union Intellectual Property Office	09, 42, 45	017873556	3/12/2018	017873556	8/23/2018
022412-0451673	SMARTDRIVE AND DESIGN	Registered	European Union Intellectual Property Office	09, 35, 36, 38	016449357	3/9/2017	016449357	8/9/2017
022412-0451676	SMARTDRIVE SMARTIQ	Registered	European Union Intellectual Property Office	09, 35, 36, 38	016450553	3/9/2017	16450553	8/9/2017
022412-0457029	SMARTSENSE	Pending	European Union Intellectual Property Office	09	018081037	6/13/2019		
022412-0435492	SMARTDRIVE	Pending	South Africa	09	2014/32954	12/3/2014		
022412-0435514	SMARTDRIVE	Pending	South Africa	35	2014/32957	12/3/2014		
022412-0435515	SMARTDRIVE	Pending	South Africa	38	2014/32959	12/3/2014		
022412-0435516	SMARTDRIVE	Pending	South Africa	42	2014/32961	12/3/2014		
022412-0451669	SMARTDRIVE	Registered	United Kingdom	09, 35, 36, 38	UK00003217522	3/9/2017	UK00003217522	7/7/2017
022412-0458434	SMARTDRIVE	Registered	United Kingdom	09	UK00003295960	3/12/2018	UK00003295960	6/29/2018
022412-0451672	SMARTDRIVE & device	Registered	United Kingdom	09, 35, 36, 38	UK00003217524	3/9/2017	UK00003217524	8/4/2017
022412-0451675	SMARTDRIVE SMARTIQ	Registered	United Kingdom	09, 35, 36, 38	00003217523	3/9/2017	00003217523	5/26/2017
022412-0457031	SMARTSENSE	Not yet filed	United Kingdom	09				
022412-0000029	E-SMARTDRIVER Trademark Protest (US and CA)	Not yet filed	United States of America					
022412-0423600	SMARTDRIVE	Registered	United States of America	42	78/738475	10/21/2005	3819803	7/13/2010
022412-0423601	SMARTDRIVE	Registered	United States of America	09, 35, 38	77/569039	9/12/2008	3823581	7/27/2010
022412-0454435	SMARTDRIVE	Application allowed	United States of America	09	87/604924	9/12/2017		
022412-0444901	SMARTDRIVE SMARTIQ	Registered	United States of America	09, 35, 36	86/858929	12/28/2015	5341339	11/21/2017
022412-0423605	SMARTDRIVE WITH LOGO	Registered	United States of America	09, 35, 38	77/569029	9/12/2008	4154356	6/5/2012
022412-0461913	SMARTRECORDER	Published	United States of America	09	88/120392	9/17/2018		
022412-0457025	SMARTSENSE	Application allowed	United States of America	09	87/756944	1/16/2018		
	SMARTDRIVE SMARTIQ	Pending	India	09, 35, 36	3649807	10/5/2017		
	SMARTDRIVE	Pending	India	09, 35, 38	3649806	10/5/2017		
	SMARTDRIVE & design	Pending	India	09, 35, 38	3649808	10/5/2017		