

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nation Safe Drivers Holdings, LLC		12/04/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, National Association, as Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5486566	NATION SAFE DRIVERS	
<b>Registration Number:</b>	5486519	NSD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	1888829581		
<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>			
<b>Phone:</b>	(312) 288-3586		
<b>Email:</b>	CLS-ResultsChicagoUCC@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm Brown		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/ Gregory T. Pealer/		
<b>DATE SIGNED:</b>	12/05/2019		
<b>Total Attachments: 6</b>			
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Nation Safe Drivers Holdings, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 4, 2019

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fifth Third Bank, National Association, as Agent

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: Ohio

Country: USA Zip: 45263

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

None.

B. Trademark Registration No.(s)

5486566; and 5486519

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4208765

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: , for Chapman and Cutler LLP

December 5, 2019

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This 4th day of December, 2019, Nation Safe Drivers Holdings, LLC, a Delaware limited liability company (the "Grantor"), in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Fifth Third Bank, National Association ("Fifth Third"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Parties as defined in the Guarantee and Collateral Agreement referred to below, and its successors and permitted assigns (Fifth Third acting as such administrative agent and any successor(s) or permitted assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "Administrative Agent"), for the ratable benefit of the Secured Parties, a lien on and security interest in all of the following property, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(i) Each United States trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark registration and trademark application and all extensions and renewals thereof; and

(ii) All Proceeds (as defined in the Guarantee and Collateral Agreement (as defined below)) of the foregoing;

to secure the payment and performance of all Obligations of the Grantor as set out in that certain Guarantee and Collateral Agreement bearing even date herewith among the Grantor, the Administrative Agent and the other parties thereto, as the same may be amended, modified, or restated from time to time (the "Guarantee and Collateral Agreement").

Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by the Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if the United States Patent and Trademark Office issues a registration for any Intent-to-Use Applications, then the terms of this Trademark Security Agreement shall automatically apply without any further action on the part of the Grantor (including, without limitation, the grant of a security interest by the Grantor to the Administrative Agent to any such Intent-to-Use Application that becomes registered with the United States Patent and Trademark Office) and the Grantor shall, concurrently with each delivery of financial statements required by Section 6.01(a) or (b) of the Credit Agreement, give to the Administrative Agent prompt notice in writing of such Intent-to-Use Application becoming registered.

The Grantor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

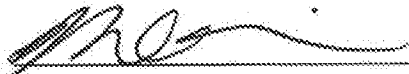
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the pledge and security interest in the trademark registrations and trademark applications made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Guarantee and Collateral Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies. In the event of a conflict between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Security Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first above written.

NATION SAFE DRIVERS HOLDINGS, LLC

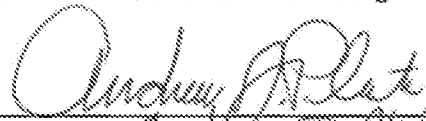
By   
Name: Michael Lawrence Wiener  
Title: President

[Signature Page to Trademark Security Agreement (Nation Safe Drivers Holdings, LLC)]

**TRADEMARK**  
**REEL: 006809 FRAME: 0469**

Accepted and agreed to as of the date and year first above written.

FIFTH THIRD BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By   
Name Andrew J. Platt  
Title Vice President

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>REG. NO.</b>	<b>GRANTED</b>
NATION SAFE DRIVERS	5486566	06/05/2018
NSD	5486519	06/05/2018