

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS) REEL/FRAME 006144/0391

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC		02/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Guggenheim Credit Services, LLC
Street Address:	330 Madison Avenue, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Serial Number:	86787083	AUTOTUNE
Serial Number:	87022111	DRIVECAM ENTERPRISE
Serial Number:	86787080	LYTX AUTOTUNE
Serial Number:	87425231	LYTX HUB
Serial Number:	86600511	LYTX RAIR
Serial Number:	87180493	LYTX UNISYN
Serial Number:	87180512	LYTX UNISYN
Serial Number:	87110927	UNISYN
Registration Number:	4948034	ACTIVEVISION
Registration Number:	4951834	DC ENTERPRISE
Registration Number:	4951831	DC PROTECT
Registration Number:	4795872	DELIVERING INSIGHTS. DRIVING RESULTS.
Registration Number:	4720824	DELIVERING INSIGHTS. DRIVING RESULTS.
Registration Number:	4700794	
Registration Number:	4867477	
Registration Number:	4276397	DRIVER SCIENCE
Registration Number:	3258766	DRIVECAM
Registration Number:	3279967	DRIVECAM

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TRADEMARK

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

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: 2123186532
 Email: alanagramer@paulhastings.com
 Correspondent Name: ALANA GRAMER
 Address Line 1: C/O PAUL HASTINGS LLP
 Address Line 2: 200 Park Avenue
 Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ AG
DATE SIGNED:	02/28/2020

Total Attachments: 9

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**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST
(TRADEMARKS)**

This NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS), dated as of February 28, 2020 (this “**Notice**”), is entered into among (i) HPS Investment Partners, LLC, as the resigning Administrative Agent and the resigning Collateral Agent (in such capacities, the “**Resigning Agent**” or “**HPS**”) under the Credit Agreement (as defined below), (ii) Guggenheim Credit Services, LLC, as the successor Administrative Agent and the successor Collateral Agent (in such capacities, the “**Successor Agent**” or “**GCS**”) under the Credit Agreement and pursuant to the Resignation, Waiver, Consent and Appointment Agreement (as defined below) and (iii) Lytx, Inc., a Delaware corporation (the “**Grantor**”).

WHEREAS, *inter alia*, Padres Holdings, Inc., a Delaware corporation (“**Holdings**”), Grantor, as Borrower, Resigning Agent and the other parties named therein have entered into that certain Credit Agreement, dated as of August 31, 2017, and as amended by the First Incremental Facility Amendment, Joinder Agreement and First Amendment to Credit Agreement, dated as of March 26, 2018, the Second Amendment to Credit Agreement, dated as of April 23, 2019 and the Third Amendment to Credit Agreement, dated as of August 8, 2019 (as further amended, supplemented or otherwise modified prior to the Resignation Effective Date (as defined below), and prior to giving effect to the Amended and Restated Credit Agreement (as defined below), (the “**Credit Agreement**”); terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement); and

WHEREAS, pursuant to the Loan Documents, certain Loan Parties granted to the Resigning Agent a security interest in certain collateral;

WHEREAS, the Resigning Agent, in its capacity as Collateral Agent, and applicable Loan Parties entered into that certain Trademark Security Agreement, dated as of August 31, 2017 (the “**Trademark Security Agreement**”).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame: 006144/0391;

WHEREAS, the Loan Parties, the Successor Agent and the lenders party thereto intend to, concurrently with the effectiveness of this Notice, amend and restate the Credit Agreement in its entirety by entering into that certain Amended and Restated Credit Agreement, dated as of the date hereof (the “**Amended and Restated Credit Agreement**”); and

WHEREAS, pursuant to that certain Resignation, Waiver, Consent and Appointment Agreement, dated as of the date hereof, by and among HPS, GCS, Holdings, Borrower and the Lenders (the “**Resignation, Waiver, Consent and Appointment Agreement**”), the Resigning Agent resigned as, and Successor Agent was appointed and accepted appointment as the Administrative Agent with all the rights, powers, privileges and duties of the Resigning Agent as Collateral Agent under the applicable Loan Documents, including in and to the Trademark Security Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Resignation, Waiver, Consent and Appointment Agreement, the Amended and Restated Credit Agreement, or other Loan Documents, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation, Waiver, Consent and Appointment Agreement and the Amended and Restated Credit Agreement, the Resigning Agent has ceased to be the Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as Agent under the Loan Documents, and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent, without representation, warranty or recourse, all of its right, title and interest in and to the Trademark Security Agreement, in its capacity as Collateral Agent, with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Security Documents, including in and to the Collateral scheduled on the Trademark Security Agreement. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest in and to the Collateral granted to the Resigning Agent under the Loan Documents, including the Trademark Security Agreement and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

3. Incorporation. All terms set forth in the Resignation, Waiver, Consent and Appointment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the A Resignation, Waiver, Consent and Appointment Agreement, the terms set forth in Resignation, Waiver, Consent and Appointment Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

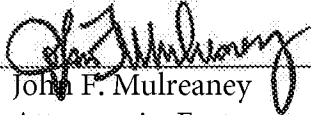
HPS INVESTMENT PARTNERS, LLC, as Resigning Agent



Name: VIKAS KESWANI
Title: Authorized Signatory MANAGING DIRECTOR


SUCCESSOR AGENT:

GUGGENHEIM CREDIT SERVICES, LLC,
as Successor Agent

By: 
Name: John F. Mulreaney
Title: Attorney-in-Fact

AGREED TO AND ACCEPTED:

LYTX, INC., as a Grantor

By: 
Name: Shelley Bennett
Title: Senior Vice President, General
Counsel, Secretary and Chief
Privacy Officer



Schedule A
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
 DRIVEN DESIGN	Lytx, Inc.	4454419 12/24/2013
 DRIVEN 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

Trademark	Registered Owner	Registration No. / Registration Date
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

Trademark	Registered Owner	Registration No. / Registration Date
ONBOARD COACH	Lytx, Inc.	4238376 11/06/2012
POWERED BY LYTX	Lytx, Inc.	4946908 4/26/2016
RAIR	Lytx, Inc.	4357051 06/25/2013
RISK PREDICT	Lytx, Inc.	4006905 08/02/2011
RISK PREDICT	Lytx, Inc.	3565569 01/20/2009
RISK PREDICT	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