

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Driver's Alert, LLC		04/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	680 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4581995	BEHAVIOR BASED GPS TELEMATICS	
Registration Number:	4586210	BEHAVIOR BASED TELEMATICS	
Registration Number:	4543108	DRIVER'SALERT	
Registration Number:	5363596	LMS COURSES	
Registration Number:	4398989	SMARTRISK	
Registration Number:	4586779	SMARTRISK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	04/09/2020		

CH \$165.00 4581995

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by and among Driver’s Alert, LLC, a Delaware limited liability company (the “Grantor”) in favor of The Governor and Company of the Bank of Ireland, as administrative agent (together with any any permitted successor in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of August 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Smith Holding Corporation, a Delaware corporation (“Holdings”), Smith System Driver Improvement Institute, Inc., a Delaware corporation (the “Borrower”), the other Guarantors from time to time party thereto, the Lenders and L/C Issuer parties thereto, Ally Bank, as Syndication Agent and Administrative Agent.

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the First Lien Credit Agreement on the condition, among others, that the Grantor shall have executed, delivered and become a party to (a) that certain Security Agreement, dated as of August 30, 2016 (as amended, reaffirmed, restated, amended and restated, supplemented or otherwise modified from time to time being the “Security Agreement”) among Smith System Driver Improvement Institute, Inc., the other “Debtors” party thereto and Administrative Agent and (b) this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the First Lien Credit Agreement, and if not defined therein, in the Security Agreement. The term “Trademarks” shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of the Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, the Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject only to Liens permitted under the First Lien Creditor Agreement) in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations, renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark; *provided* that, notwithstanding anything to the contrary in this Agreement, “intent to use” applications shall not constitute Trademark Collateral unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon the Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations and any outstanding Letters of Credit that are cash collateralized in accordance with the First Lien Credit Agreement or are backstopped) in accordance with the provisions of the First Lien Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically and immediately terminate and all rights to the Trademark Collateral shall revert to the Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the reasonable expense of Grantor deliver to the Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by the Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by the Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:


Driver's Alert, LLC


By 
Name: Anthony Douglas
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement (1st Lien)]

ACCEPTED AND ACKNOWLEDGED BY:

The Governor and Company of the Bank of
Ireland, as Administrative Agent

By: 
Name: Carl Anderson
Title: Director


By: 
Name: Russ Brightly
Title: Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS

(i) **Trademarks:**

No.	Trademark	Registration Number	Serial Number	Filing Date	Registration Date	Owner	Jurisdiction
1.	BEHAVIOR BASED GPS TELEMATICS	4581995	85963599	June 19, 2013	August 15, 2014	Driver's Alert, Inc.	United States
2.	BEHAVIOR BASED TELEMATICS	4586210	85961096	June 17, 2013	August 12, 2014	Driver's Alert, Inc.	United States
3.	DRIVER'S ALERT	4543108	86095214	October 18, 2013	June 3, 2014	Driver's Alert, Inc.	United States
4.	LMS COURSES and Design 	5363596	87432212	May 1, 2017	December 26, 2017	Driver's Alert, Inc.	United States
5.	SMARTRISK	4398989	85776674	November 12, 2012	September 10, 2013	Driver's Alert, Inc.	United States
6.	SMARTRISK	4586779	85787745	November 27, 2012	August 19, 2014	Driver's Alert, Inc.	United States