

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572861

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DRIVER'S ALERT, LLC		04/07/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND		
<b>Street Address:</b>	680 WASHINGTON BOULEVARD		
<b>City:</b>	STAMFORD		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	BANKING CORPORATION: IRELAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4581995	BEHAVIOR BASED GPS TELEMATICS	
<b>Registration Number:</b>	4586210	BEHAVIOR BASED TELEMATICS	
<b>Registration Number:</b>	4543108	DRIVER'SALERT	
<b>Registration Number:</b>	5363596	LMS COURSES	
<b>Registration Number:</b>	4398989	SMARTRISK	
<b>Registration Number:</b>	4586779	SMARTRISK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	SUSAN ZABLOCKI		
<b>Address Line 1:</b>	KIRKLAND & ELLIS LLP		
<b>Address Line 2:</b>	601 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	18361-3		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	04/21/2020		

CH \$165.00 4581995

**Total Attachments: 6**

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**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS TRADEMARK SECURITY AGREEMENT, AND THE LIEN AND SECURITY INTEREST EVIDENCED HEREBY, SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF OCTOBER 31, 2014, BY AND AMONG THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P., IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

### **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 The Governor and Company of the Bank of Ireland, as administrative agent (together with any permitted successor in such capacity, the "Administrative Agent").

#### **W I T N E S S E T H:**

**WHEREAS**, reference is made to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Second 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 party thereto and Levine Leichtman Capital Partners V, L.P., as Administrative Agent.

**WHEREAS**, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Second Lien Credit Agreement on the condition, among others, that the Grantor shall have executed, delivered and become a party to (a) 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 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 second priority security interest (subject only to Liens permitted under the Second 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 such 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 Credit Agreement or are backstopped) in accordance with the provisions of the 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 applicable Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the reasonable expense of Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any 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

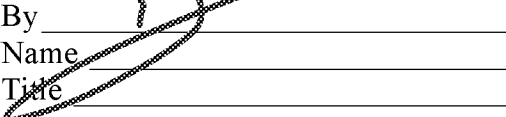
By

  
Name: Anthony Douglas

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**Levine Leichtman Capital Partners V, L.P.**, as Administrative Agent

By  \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

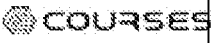
*[Signature page to Trademark Security Agreement (2nd Lien)]*

**TRADEMARK**  
**REEL: 006920 FRAME: 0120**

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS

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