

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		04/19/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	RoadSafe Holdings, Inc.		
Street Address:	8750 WEST BRYN MAWR AVE.		
Internal Address:	SUITE 400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4154695	ROADSAFE	
Registration Number:	3652009	ROADSAFE TRAFFIC SYSTEMS LIFE ON THE ROA	
Serial Number:	77814219	EVENTSAFE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.515138		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	04/19/2021		

OP \$90.00 4154695

Total Attachments: 4

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) dated as of April 19, 2021 is made by PNC Bank, National Association, in its capacity as collateral agent for itself and the other Lenders pursuant to the Credit Agreement (as defined below) and as the Grantee (as defined in the Trademark Security Agreement (as defined below)) (together with its successors and assigns in such capacities, the “Agent”) and RoadSafe Holdings, Inc. (the “Grantor”);

WHEREAS, pursuant to (i) that certain Trademark Security Agreement, dated as of September 30, 2011, by the Grantor in favor of the Agent (the “Trademark Security Agreement”) and (ii) that certain Amended and Restated Revolving Credit and Security Agreement, dated as of July 14, 2017 (as amended, extended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, inter alios, the Grantor, the Agent and the Lenders, a lien on and security interest in all right, title and interest in and to any and all of the Grantor’s rights (the “Interests”) in certain collateral then owned or thereafter acquired by such Grantor, including the Trademark Collateral (as hereinafter defined), was granted by the Grantor to the Agent;

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement or Trademark Security Agreement, as the case may be;

WHEREAS, pursuant to the Credit Agreement Grantor granted to Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether then presently existing or thereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name then held or thereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks then held or thereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the “Marks”), including, without limitation, each Mark referred to in **Schedule I** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and
- (ii) all products and proceeds of the foregoing, including, without limitation, all products and proceeds of any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in **Schedule I** annexed hereto, or for injury to the goodwill associated with any Mark.

WHEREAS, the Interests in the Trademark Collateral were recorded in the United States Patent and Trademark Office on March 20, 2012 in Reel 4740, Frame 0178; and

WHEREAS, the Agent desires to terminate and release the Interests in the Trademark Collateral and to reconvey any and all rights in the Trademark Collateral to the Grantor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Credit Agreement, the Agent hereby releases and discharges continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral granted to the Agent by Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

**PNC BANK, NATIONAL
ASSOCIATION, as AGENT**

By:



Name: Rahum N. Williams

Title: Senior Vice President

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 007262 FRAME: 0654**

ACKNOWLEDGED AND AGREED:

ROADSAFE HOLDINGS, INC.

By:



Name: **Joseph Scarano**



Title: **President & CFO**

Date: April 19, 2021

[Signature Page to Trademark Release]

TRADEMARK
REEL: 007262 FRAME: 0655

SCHEDULE I

Mark	Owner	Reg No. (App. No.)	Reg. Date (App. Date)	Status
ROADSAFE	RoadSafe Holdings, Inc.	4,154,695	June 5, 2012	Registered
	RoadSafe Holdings, Inc.	3,652,009	July 7, 2009	Registered
	RoadSafe Holdings, Inc.	(77/814,219)	(8/27/2009)	Abandoned (July 13, 2010)