

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM651551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1A Smart Start LLC		06/02/2021	Limited Liability Company: DELAWARE
A Simple Interlock, LLC		06/02/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Administrative Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5078553	CO-PILOT	
Registration Number:	6020122	BREATHCHECK	
Registration Number:	6020123	BREATHCHECK BY SMART START	
Registration Number:	4860513	IN-HOM S.M.A.R.T. MOBILE	
Registration Number:	4775682	LOW COST INTERLOCK	
Registration Number:	2962754	SEPARATING DRINKING FROM DRIVING	
Registration Number:	4166907	SETTING THE STANDARD IN ALCOHOL MONITORI	
Registration Number:	5781859	SMART BREATH	
Registration Number:	2825675	SMART LOG	
Registration Number:	2170846	SMART START	
Registration Number:	3877458	SMART START IN-HOM	
Registration Number:	4557264	SMART-ALERT	
Registration Number:	2843683	SMARTRAC	
Registration Number:	5879326	SMARTWEB	
Registration Number:	4035644	SSI-20/20	
Registration Number:	4671465	SSI-20/30	
Registration Number:	4346548	SMARTOX	

CH \$465.00 5078553

Property Type	Number	Word Mark
Registration Number:	4388136	SMARTOX ADVANCED TECHNOLOGY. EXCEPTIONAL

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	34632-30980
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/03/2021

Total Attachments: 7

source=Smart Start - 2L Trademark Security Agreement [Executed] 269326494_1#page1.tif

source=Smart Start - 2L Trademark Security Agreement [Executed] 269326494_1#page2.tif

source=Smart Start - 2L Trademark Security Agreement [Executed] 269326494_1#page3.tif

source=Smart Start - 2L Trademark Security Agreement [Executed] 269326494_1#page4.tif

source=Smart Start - 2L Trademark Security Agreement [Executed] 269326494_1#page5.tif

source=Smart Start - 2L Trademark Security Agreement [Executed] 269326494_1#page6.tif

source=Smart Start - 2L Trademark Security Agreement [Executed] 269326494_1#page7.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of June 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Barings Finance LLC, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of June 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

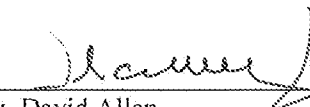
Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

1A SMART START LLC, as Grantor

By: 
Name: David Allen
Title: Chief Financial Officer

A SIMPLE INTERLOCK, LLC, as Grantor

By: _____
Name: Stephen George
Title: President

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

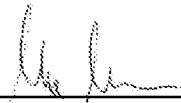
1A SMART START LLC, as Grantor

By: _____
Name: David Allen
Title: Chief Financial Officer

A SIMPLE INTERLOCK, LLC, as Grantor

By: _____
Name: Stephen George
Title: President

BARINGS FINANCE LLC,
as Administrative Agent

By: 
Name: Max McEwen
Title: Managing Director

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications:

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>
A SIMPLE INTERLOCK, LLC	CO-PILOT	5078553 08-NOV-2016
1A SMART START, LLC	BREATHCHECK	6020122 24-MAR-2020
1A SMART START, LLC	BREATHCHECK BY SMART START	6020123 24-MAR-2020
1A SMART START, LLC	IN-HOM S.M.A.R.T. MOBILE	4860513 24-NOV-2015
1A SMART START, LLC	LOW COST INTERLOCK	4775682 21-JUL-2015
1A SMART START, LLC	SEPARATING DRINKING FROM DRIVING	2962754 21-JUN-2005
1A SMART START, LLC	SETTING THE STANDARD IN ALCOHOL MONITORING TECHNOLOGY	4166907 03-JUL-2012
1A SMART START, LLC	SMART BREATH	5781859 18-JUN-2019
1A SMART START, LLC	SMART LOG	2825675 23-MAR-2004
1A SMART START, LLC	SMART START	2170846 07-JUL-1998
1A SMART START, LLC	SMART START IN-HOM	3877458 16-NOV-2010
1A SMART START, LLC	SMART-ALERT	4557264 24-JUN-2014
1A SMART START, LLC	SMARTRAC	2843683 18-MAY-2004
1A SMART START, LLC	SMARTWEB	5879326 08-OCT-2019
1A SMART START, LLC	SSI-20/20	4035644 04-OCT-2011
1A SMART START, LLC	SSI-20/30	4671465 13-JAN-2015
1A SMART START, INC.	SMARTOX	4346548 04-JUN-2013
1A SMART START, INC.	SMARTOX ADVANCED TECHNOLOGY. EXCEPTIONAL RESULTS. 	4388136 20-AUG-2013