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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM695854

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Trademark Security Agreement	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARINGS FINANCE LLC		12/16/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	1A SMART START LLC
Street Address:	500 E. DALLAS ROAD
Internal Address:	SUITE 100
City:	GRAPEVINE
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	Limited Liability Company: DELAWARE
Name:	A SIMPLE INTERLOCK, LLC
Street Address:	500 E. DALLAS ROAD
Internal Address:	SUITE 100
City:	GRAPEVINE
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 16

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		
	1	TRADEMARK TRADEMARK		

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REEL: 007534 FRAME: 0937

900663740

Property Type	Number	Word Mark
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

CORRESPONDENCE DATA

Fax Number: 2124920072

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: 2123733072

Email: jaliano@paulweiss.com, mangelopoulos@paulweiss.com,

mmcguire@paulweiss.com

Correspondent Name: Jamiesyn D. Aliano

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	030223-024
NAME OF SUBMITTER:	Jamiesyn D. Aliano
SIGNATURE:	/JAMIESYN D. ALIANO/
DATE SIGNED:	12/17/2021

Total Attachments: 5

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TERMINATION AND RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT ("Termination and Release"), dated as of December 16, 2021, is made by BARINGS FINANCE LLC, as administrative agent (the "Administrative Agent") in favor of 1A SMART START LLC ("Smart Start") and A SIMPLE INTERLOCK, LLC (together with Smart Start, each individually, a Grantor and collectively, the "Grantors"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below), the Credit Agreement (as defined in the Security Agreement) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of June 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantors executed a Second Lien Trademark Security Agreement, dated as of June 2, 2021 (the "Trademark Security Agreement"), in favor of the Administrative Agent, which was recorded in the United States Patent and Trademark Office (the "USPTO") on June 3, 2021 at Reel 7315, Frame 0297, pursuant to which each Grantor granted a security interest to the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral of such Grantor, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, each Grantor requests a release of the security interest in the Trademark Collateral granted by such Grantor; and

WHEREAS, the Administrative Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on <u>Schedule A</u> hereto, and to reassign any and all rights, title, and interest in the same to the applicable Grantor, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees, for the benefit of the Grantors, as follows:

- 1. The Administrative Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates, relinquishes and releases its Lien on and security interest in all of each Grantor's right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.
- 2. The Administrative Agent hereby assigns, grants and conveys to the applicable Grantor, without any representation, warranty, recourse or undertaking by the Administrative Agent, any and all of the Administrative Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.
- 3. The Administrative Agent agrees, at the Grantors' expense, to execute, acknowledge, procure and deliver any and all further documents and do any and all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Administrative Agent's security interest contemplated hereby.

- 4. The Administrative Agent hereby authorizes and requests that the Commissioner of the USPTO and any other applicable government authority record this Termination and Release.
- 5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

BARINGS FINANCE LLC, as Administrative Agent

Name: Salman Mukhtar

Its: Managing Director

SCHEDULE A

TO

TERMINATION AND RELEASE OF SECOND LIEN TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Mark</u>	Serial No. / Filing Date	Registration No. / Registration Date
A SIMPLE	CO-PILOT	86491372	5078553
INTERLOCK, LLC		29-DEC-2014	08-NOV-2016
1A SMART START,	BREATHCHECK	88284168	6020122
LLC		31-JAN-2019	24-MAR-2020
1A SMART START,	BREATHCHECK BY	88284275	6020123
LLC	SMART START	31-JAN-2019	24-MAR-2020
1A SMART START,	IN-HOM S.M.A.R.T.	86296303	4860513
LLC	MOBILE	30-MAY-2014	24-NOV-2015
1A SMART START,	LOW COST	86367161	4775682
LLC	INTERLOCK	14-AUG-2014	21-JUL-2015
1A SMART START,	SEPARATING	76438319	2962754
LLC	DRINKING FROM DRIVING	07-AUG-2002	21-JUN-2005
1A SMART START,	SETTING THE	85398059	4166907
LLC	STANDARD IN ALCOHOL MONITORING TECHNOLOGY	15-AUG-2011	03-JUL-2012
1A SMART START,	SMART BREATH	86560955	5781859
LLC		11-MAR-2015	18-JUN-2019
1A SMART START,	SMART LOG	76257537	2825675
LLC		15-MAY-2001	23-MAR-2004
1A SMART START,	SMART START	75200660	2170846
LLC		13-NOV-1996	07-JUL-1998
1A SMART START,	SMART START IN-	77619077	3877458
LLC	НОМ	20-NOV-2008	16-NOV-2010

1A SMART START,	SMART-ALERT	85945211	4557264
LLC		29-MAY-2013	24-JUN-2014
1A SMART START,	SMARTRAC	76452713	2843683
LLC		25-SEP-2002	18-MAY-2004
1A SMART START,	SMARTWEB	88363221	5879326
LLC		29-MAR-2019	08-OCT-2019
1A SMART START,	SSI-20/20	77920647	4035644
LLC		26-JAN-2010	04-OCT-2011
1A SMART START,	SSI-20/30	86307174	4671465
LLC		11-JUN-2014	13-JAN-2015

RECORDED: 12/17/2021