

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST (FIRST LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1A SMART START LLC		12/16/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2170846	SMART START	
Registration Number:	2825675	SMART LOG	
Registration Number:	2962754	SEPARATING DRINKING FROM DRIVING	
Registration Number:	2843683	SMARTRAC	
Registration Number:	4035644	SSI-20/20	
Registration Number:	4166907	SETTING THE STANDARD IN ALCOHOL MONITORI	
Registration Number:	4557264	SMART-ALERT	
Registration Number:	4860513	IN-HOM S.M.A.R.T. MOBILE	
Registration Number:	4671465	SSI-20/30	
Registration Number:	5781859	SMART BREATH	
Registration Number:	4775682	LOW COST INTERLOCK	
Registration Number:	6493880	BARE	
Registration Number:	6020122	BREATHCHECK	
Registration Number:	6020123	BREATHCHECK BY SMART START	
Registration Number:	6429974	SMARTMOBILE	
Registration Number:	5879326	SMARTWEB	
Serial Number:	90108963	SSI-20/35	
Serial Number:	90881574	SMART START	
Serial Number:	90881566	SMARTSTART	

CH \$490.00 2170846

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:	12/18/2021

Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of December 16, 2021 (this “Notice”), made by 1A SMART START LLC, a Delaware limited liability company (the “Pledgor”), in favor of JEFFERIES FINANCE LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of December 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Global IID Parent LLC (the “Principal Borrower” or the “Borrower”), each subsidiary of the Principal Borrower identified therein and Jefferies Finance LLC, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Notice as of the day and year first above written.

1A SMART START LLC,
as Pledgor

By: 
Name: Matt Strausz
Title: Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 007535 FRAME: 0097

JEFFERIES FINANCE LLC,
as Collateral Agent,

By: 
Name: Brian Buoye
Title: Managing Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]