

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safety Holdings Inc.		09/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5346708	SAMBA DRIVERPORTAL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	057121-0615		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	02/08/2022		
Total Attachments: 8			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of September 1, 2021, is made by INSTRUCTIONAL TECHNOLOGIES, INCORPORATED, AMERICAN DRIVING RECORDS, INC. and SAFETY HOLDINGS INC. (each of the foregoing, a “Grantor”), in favor of ANTARES CAPITAL LP, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of September 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SAFETY GUARANTOR HOLDINGS LLC (“Holdings”), SAFETY BORROWER HOLDINGS LLC (the “Borrower”), the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and ANTARES CAPITAL LP, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of September 1, 2021 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks, all rights, priorities and privileges related thereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States

Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

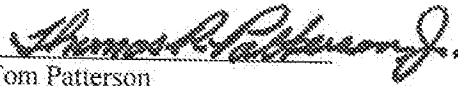
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

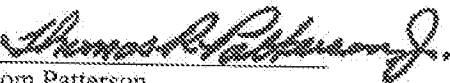
6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

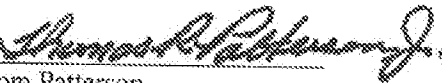
INSTRUCTIONAL TECHNOLOGIES INCORPORATED,
as a Grantor

By: 
Name: Tom Patterson
Title: Vice President and Treasurer

AMERICAN DRIVING RECORDS, INC.,
as a Grantor

By: 
Name: Tom Patterson
Title: Vice President and Treasurer


SAFETY HOLDINGS INC.,
as a Grantor

By: 
Name: Tom Patterson
Title: Vice President and Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]


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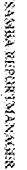
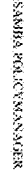
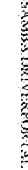
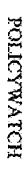

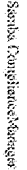

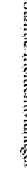

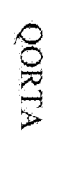



ANTARES CAPITAL LP,
as the Collateral Agent



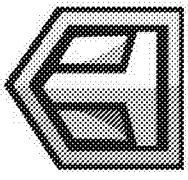
By: 
Name: _____
Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Assignee
United States	do you really know who is behind the wheel	86281157	05/14/2014	4659542	12/23/2014	45	Safety Holdings, Inc.
United States	Q PORTAL (TTU)	88346286	03/19/2019			42, 45	Safety Holdings, Inc.
United States	<small>FORWARDING SERVICE FOR APPROPRIATE PERSONS</small> Q PORTAL	86588625	04/06/2015	4855026	11/17/2015	45	Safety Holdings, Inc.
United States	Samba DriverMonitor	86305503	06/10/2014	4907001	03/01/2016	45	Safety Holdings, Inc.
United States	TitleWave	86179057	01/29/2014	4948855	05/03/2016	45	Safety Holdings, Inc.
United States	IQLAB	85319543	05/12/2011	4184180	07/31/2012	45	Safety Holdings, Inc.
United States	ROADSIDE RESERVE	85307813	04/28/2011	4218802	10/02/2012	35	Safety Holdings, Inc.
United States	ATHENA	86083462	10/04/2013	5068999	10/25/2016	35, 42, 45	Safety Holdings, Inc.
United States	Samba AccelerationSensor	86687214	07/08/2015	5087656	11/22/2016	42	Safety Holdings, Inc.
United States	Samba ReleaseManager	86686568	07/08/2015	5101275	12/13/2016	42	Safety Holdings, Inc.
United States	Samba DriverProfile	86686611	07/08/2015	5101276	12/13/2016	42	Safety Holdings, Inc.
United States	<small>SAMBA DRIVERSCORE</small>	86687360	07/08/2015	5101278	12/13/2016	42	Safety Holdings, Inc.
United States		76376705	03/01/2002	2697518	03/18/2003	42	Safety Holdings, Inc.
United States	SAMBA						
United States	JUST	87240098	11/17/2016	5232202	06/27/2017	35, 42	Safety Holdings, Inc.

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Assignee
United States		86687364	07/08/2015	5335840	11/14/2017	42	Safety Holdings, Inc.
United States		86687363	07/08/2015	5335839	11/14/2017	42	Safety Holdings, Inc.
United States		86687355	07/08/2015	5346708	11/28/2017	9, 42	Safety Holdings, Inc.
United States		76485827	01/29/2003	2810158	02/03/2004	9	Safety Holdings, Inc.
United States		87349371	02/24/2017	5638594	12/25/2018	42	Safety Holdings, Inc.
United States		86305224	06/10/2014	4667607	01/06/2015	45	Safety Holdings, Inc.
United States		86305146	06/10/2014	4667606	01/06/2015	45	Safety Holdings, Inc.
United States		86305486	06/10/2014	4667609	01/06/2015	45	Safety Holdings, Inc.
United States		88139115	10/02/2018	5767817	06/04/2019	42	Safety Holdings, Inc.
United States		88139113	10/02/2018	5767816	06/04/2019	42	Safety Holdings, Inc.
United States		88289926	02/05/2019	5828821	08/06/2019	42	Safety Holdings, Inc.
United States		88345204	03/18/2019	5878921	10/08/2019	42	Safety Holdings, Inc.
United States		88346326	03/19/2019	5878987	10/08/2019	42, 45	Safety Holdings, Inc.

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Assignee
United States	Q LICENSE	88345241	03/18/2019	5878927	10/08/2019	42	Safety Holdings, Inc.
United States	 University	88345238	03/18/2019	5878926	10/08/2019	42	Safety Holdings, Inc.
United States	 Transportation	88345230	03/18/2019	5878924	10/08/2019	42, 45	Safety Holdings, Inc.
United States	Q UNIVERSITY	88346331	03/19/2019	5878989	10/08/2019	42	Safety Holdings, Inc.
United States	Q ENTERPRISE	88346270	03/19/2019	6054485	05/12/2020	42	Safety Holdings, Inc.
United States	Rocket Registration	88243543	12/28/2018	6316136	04/06/2021	35	Safety Holdings, Inc.
United States	VIGILLO	77352987	12/14/2007	3696466	10/13/2009	41, 42	Safety Holdings, Inc.
United States	SAMBA	77736789	05/14/2009	3722084	12/08/2009	42	Safety Holdings, Inc.
United States	SAMBASafety	85342336	06/09/2011	4087574	01/17/2012	45	Safety Holdings, Inc.
United States	ON RAMP	88297819	02/12/2019	5968997	01/21/2020	041 100, 101, 107	Instructional Technologies, Incorporated
United States	Scintix	88004705	06/18/2018	5669886	02/05/2019	042 100, 101	Instructional Technologies, Incorporated
United States	PRO-DEFENSE	87455324	05/18/2017	5373850	01/09/2018	041 100, 101, 107	Instructional Technologies, Incorporated
United States		85893931	04/03/2013	4453936	12/24/2013	041 100, 101, 107	Instructional Technologies, Incorporated

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Classes	Assignee
United States	PRO-TRREAD	85893900	04/03/2013	4439506	11/26/2013	041 100, 101, 107	Instructional Technologies, Incorporated
United States	CHAMPION	88256568	01/10/2019	6428753	07/20/2021	041 100, 101, 107	Instructional Technologies, Incorporated
United States	ClearDrive	88899629	05/04/2020	6397851	06/22/2021	041 100, 101, 107	Instructional Technologies, Incorporated
Canada	Q Design	1923598	10/04/2018				Safety Holdings Inc.
Canada	QORTA	1923602	10/04/2018				Safety Holdings Inc.
Arizona	FIRST ADVANTAGE TRANSPORT ACTION SERVICES	350832		350832	08/18/2005		American Driving Records, Inc.
Arizona	FIRST ADVANTAGE ADR	350833		350833	08/18/2005		American Driving Records, Inc.

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RECORDED: 02/08/2022