

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 5394/0871		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P.		11/06/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SMITH SYSTEM DRIVER IMPROVEMENT INSTITUTE, INC.		
Street Address:	2301 E. Lamar Blvd.		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76006		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1261979	SMITH SYSTEM	
Registration Number:	2393166	SMITHSAFE	
Registration Number:	3385514	5 KEYS TO SPACE CUSHION DRIVING	
Registration Number:	3409160	5 KEYS	
Registration Number:	1341575	AIM HIGH IN STEERING	
Registration Number:	1338450	GET THE BIG PICTURE	
Registration Number:	1338449	KEEP YOUR EYES MOVING	
Registration Number:	1338448	LEAVE YOURSELF AN OUT	
Registration Number:	1338447	MAKE SURE THEY SEE YOU	
Registration Number:	3288078	FIVE KEYS TO SPACE CUSHION DRIVING	
Registration Number:	2393189		
Registration Number:	3229530	TRAINING MONITORING ANALYSIS REPORTING I	
Serial Number:	86233069	KEYSIX	
Serial Number:	86233023	KEYSIX	
Serial Number:	86066904	SMITH SYSTEM DRIVE DIFFERENT.	
Serial Number:	86235871	KEYSIX DRIVER FOCUSED METRICS	
Serial Number:	86235883	KEYSIX DRIVER FOCUSED METRICS	
CORRESPONDENCE DATA			

CH \$440.00 1261979

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Jeremiah Evans

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11964-555
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NAME OF SUBMITTER:	Jeremiah Evans
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SIGNATURE:	/Jeremiah Evans/
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DATE SIGNED:	11/06/2023
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of November 6, 2023, by **LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P.**, as administrative agent for the Secured Creditors (in such capacity, the “Administrative Agent”) (as defined in the Security Agreement referred to below), in favor of **SMITH SYSTEM DRIVER IMPROVEMENT INSTITUTE, INC.** (the “Grantor”).

WITNESSETH

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of October 31, 2014, by and among Smith System Driver Improvement Institute, Inc., the other “Debtors” party thereto and Administrative Agent (as heretofore amended or otherwise modified, the “Security Agreement”) and (ii) that certain Trademark Security Agreement, dated as of October 31, 2014 by and between the Grantor and Administrative Agent (the “Trademark Security Agreement”; capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement), the Grantor granted the Administrative Agent a continuing second priority security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Trademark Collateral, including those Trademarks identified on Schedule A attached (the “Trademark Security Interest”);

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on October 31, 2014, at Reel 5394, Frame 0871;

WHEREAS, the Grantor has satisfied in full the terms of the Security Agreement and Trademark Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Administrative Agent, on behalf of itself and the Secured Creditors, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Creditors, does hereby agree as follows:

1. The Administrative Agent, on behalf of itself and the Secured Creditors, hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the Trademark Collateral (including, without limitation, the trademarks identified on Schedule A attached hereto and all extensions and renewals thereof), associated common law rights and goodwill appurtenant thereto and all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties or conventions or otherwise throughout the world.
2. The Administrative Agent, on behalf of itself and the Secured Creditors, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantor, the Administrative Agent, on behalf of itself and the Secured Creditors, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release, including, without limitation, the execution, acknowledgment and delivery of any and all further instruments as the Grantor or its successors, assigns or legal representatives may reasonably request in order to confirm, effectuate or record this Release.

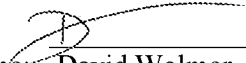
4. This Release and any claim, controversy, dispute or cause of action (whether in contract, equity, statute, tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be solely and exclusively governed by, and construed in accordance with, the internal laws of the State of New York, including its statutes of limitations, but without giving effect to any choice or conflict of law provision or rule thereof.

[Signature page follows]

**LEVINE LEICHTMAN CAPITAL PARTNERS V,
L.P.**

By: LLC Partners V GP, LLC
Its: General Partner

By: LLC GP Holdings, LLC
Its: Managing Member

By: 
Name: David Wolmer
Title: Vice President

[Signature Page to IP Security Agreement Termination]

Schedule A
Trademark Collateral

Trademark Registrations and Applications

Registered Trademarks	Serial Number	Registration Number
Work Marks:		
SMITH SYSTEM	73303719	1261979
SMITH SAFE	75720784	2393166
5 KEYS TO SPACE CUSHION DRIVING	78889855	3385514
5 KEYS	78889073	3409160
AIM HIGH IN STEERING	73507387	1341575
GET THE BIG PICTURE	73507386	1338450
KEEP YOUR EYES MOVING	73507385	1338449
LEAVE YOURSELF AN OUT	73507384	1338448
MAKE SURE THEY SEE YOU	73507383	1338447
Five Keys To Space Cushion Driving	78864656	3288078
Design Marks:		
Smith System Circle Bisected by Highway	75727298	2393189
Five-Arrow Circle with words "Training, Monitoring, Analysis, Reporting And Intervention"	78889007	3229530
Applications Submitted	Serial Number(s)	
Word Mark:		
Key Six	86233069	
Key Six	86233023	
Design Marks:		
Smith System-Drive Different Logo	86066904	
KeySix Logo	86235871	
KeySix Logo	86235883	