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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM534888

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		07/31/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Alcohol Detection Systems, LLC
Street Address:	1718 BELMONT AVENUE, SUITE E
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21244
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2975731	DETERMINATOR

CORRESPONDENCE DATA

Fax Number: 2132897739

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: 2134262619

Email: aarnelle@goodwinlaw.com

Correspondent Name: Amy Arnelle

Address Line 1: 601 S. Figueroa Street, 41st Floor **Address Line 4:** Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	127739.288678
NAME OF SUBMITTER:	Amy Arnelle
SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	08/01/2019

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY AGREEMENT

July 31, 2019

WHEREAS, pursuant to that certain Notice of Security Interest - - Trademarks, dated as of January 11, 2018 and attached hereto as <u>Exhibit A</u> (the "<u>Agreement</u>"), the Assignors party thereto (collectively, the "<u>Releasee</u>") created in favor of Cerberus Business Finance, LLC, a Delaware limited liability company (in such capacity, together with its successors and assigns, "<u>Releasor</u>"), as collateral agent for such lending institutions as become Lenders under that certain Credit Agreement, dated as of February 28, 2017, as amended through the date hereof, a security interest in all of the Collateral (as defined in the Agreement);

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on January 11, 2018, at Reel 6247, Frame 0897; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Trademark Security Agreement (this "Release") to confirm the release, relinquishment and discharge of Releasor's security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given or referenced to them in the Agreement.
- 2. <u>Release of Security Interest</u>. Releasor, without any representation, warranty or recourse of any kind, on behalf of itself and the Secured Parties, hereby (i) terminates, releases, cancels, relinquishes and discharges its and the Secured Parties' security interest in the Collateral, including without limitation, all of Releasor's right, title and interest in and to the Collateral listed on <u>Schedule A</u> to the Agreement, as well as any other lien or security interest Releasor or any Secured Party may have in the Collateral or any other collateral of Releasee under the Agreement, (ii) terminates the Agreement and (iii) hereby reassigns any and all such right, title and interest that the Releasor or any Secured Party may have in, to or under the Collateral, together with the goodwill of the business symbolized thereby, to the Releasee.
- 3. <u>Authorization</u>. Releaseor hereby authorizes Releasee or Releasee's agent to record this Release with the United States Patent and Trademark Office.

[signature page follows]

DOC ID - 32305738.3

IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of the date first written above.

CERBERUS BUSINESS FINANCE, LLC

By: ______ Name: Daniel E. Wolf

Title: Chief Executive Officer

EXHIBIT A

[see attached]

DOC ID - 32305738.3

NOTICE OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, Alcohol Detection Systems, LLC, a Delaware limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated February 28, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

DOC ID - 27228014.3

IN WITNESS WHEREOF, the Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of <u>January</u> 11, 2018.

ALCOHOL DETECTION SYSTEMS, LLC

Name: Crystal Biggs

Title: Secretary

Notice of Security Interest - Trademarks (ADS)

SCHEDULE A TO NOTICE OF SECURITY INTEREST

Registered trademarks - ®	Registration No.	Registered Date	Owner
DETERMINATOR	2,975,731	7/26/05	Alcohol Detection Systems, LLC

DOC ID - 27228014.3

RECORDED: 08/01/2019

Notice of Security Interest – Trademarks (ADS)

TRADEMARK

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