

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 7962/0207		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND		11/06/2023	BANKING CORPORATION: IRELAND
RECEIVING PARTY DATA			
Name:	DRIVING DYNAMICS, INC.		
Street Address:	256 Chapman Road		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19702		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6927782	DRIVACTIV	
Registration Number:	6927477	DRIVEREADY	
Registration Number:	1611621	DRIVING DYNAMICS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	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		
NAME OF SUBMITTER:	Jeremiah Evans		
SIGNATURE:	/Jeremiah Evans/		
DATE SIGNED:	11/06/2023		
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 **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, 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 **DRIVING DYNAMICS, INC.** (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of August 30, 2016, 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 February 3, 2023 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 first priority security interest in and continuing lien on all of such Grantors’ right, title and interest in, to and under the Trademark Collateral, including the 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 February 6, 2023 at Reel 7962, Frame 0207;

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]

IN TESTIMONY WHEREOF, the Administrative Agent has executed this Release by its proper officers thereunto duly authorized.

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND,**
as Administrative Agent

By: Carl Andresen
Name: Carl Andresen
Title: Director

By: Russ Brightly
Name: Russ Brightly
Title: Managing Director

[Signature Page to Trademark Security Agreement Release]

Schedule A

Trademark Collateral

No.	Trademark	Registration Number	Serial Number	Filing Date	Registration Date	Owner	Jurisdiction
1.	DRIVACTIV	6927782	90840132	July 21, 2021	December 20, 2022	Driving Dynamics, Inc.	United States
2.	DRIVEREADY	6927477	90737168	May 26, 2021	December 20, 2022	Driving Dynamics, Inc.	United States
3.	DRIVING DYNAMICS	1611621	74009620	December 11, 1989	August 28, 1990	Driving Dynamics, Inc.	United States