

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851428

| | | | |
|---|--|--|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest at Reel/Frame No. 5391/0538 | | |
| 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: | 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 | |

CH \$440.00 1261979

CORRESPONDENCE DATA**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 |
| 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 **SMITH SYSTEM DRIVER IMPROVEMENT INSTITUTE, INC.** (the “Grantor”).

W I T N E S S E T H

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 first 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 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 October 31, 2014 at Reel 5391, Frame 0538;

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

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 | |