## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2932996

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

#### **CONVEYING PARTY DATA**

Name	Execution Date
VENTURE LENDNG & LEASING IV, INC.	07/07/2014

#### **RECEIVING PARTY DATA**

Name:	SMARTDRIVE SYSTEMS, INC.
Street Address:	9276 SCRANTON ROAD, SUITE 500
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number
Application Number:	11296906
Application Number:	11296907
Application Number:	11297669
Application Number:	11298069
Application Number:	11299028
Application Number:	11377167

#### **CORRESPONDENCE DATA**

**Fax Number:** (858)509-4010

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:** 858-509-4071

**Email:** sdipdocket@pillsburylaw.com

Correspondent Name: MICHELLE L. MEHOK

Address Line 1:12255 EL CAMINO REAL, SUITE 300Address Line 4:SAN DIEGO, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:	022412-0000015
NAME OF SUBMITTER:	MICHELLE L. MEHOK
SIGNATURE:	/michelle mehok/
DATE SIGNED:	07/10/2014

**Total Attachments: 4** 

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#### DEED OF RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS DEED OF RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (the "Deed of Release") is made by and between, on July7, 2014, between SMARTDRIVE SYSTEMS, INC., a Delaware corporation ("SmartDrive"), and VENTURE LENDING & LEASING IV, INC. ("VLL4") a Maryland corporation (sometimes referred to as "Releasing Party").

#### WHEREAS:

- (A) SmartDrive and the Releasing Party enter into this Deed of Release in connection with the Loan and Security Agreement (as defined below).
- (B) It is intended that this Deed of Release takes effect as a deed to release the security interest recorded with the United States Patent and Trademark Office at Trademark Reel No. 3336, Frame No. 0487, recorded on April 19, 2006 and Patent Reel No. 017836, Frame No. 0437 recorded on April 19, 2006.

#### THIS DEED WITNESSES:

#### 1. INTERPRETATION

#### 1.1 Definitions

- (a) Loan and Security Agreement means (i) that certain Loan and Security Agreement of April 19, 2006 between SmartDrive, as borrower, and VLL4, as lender.
- Intellectual Property Rights means: (1) any and all copyrights, whether (b) registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, (2) all letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, and (3) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals

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PATENT REEL: 033291 FRAME: 0720 thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 1.

(c) Released Assets means the Intellectual Property Rights.

#### 1.2 Incorporated definitions

Words and expressions defined in the Loan and Security Agreement have the same meanings when used in this Deed of Release unless otherwise provided or the context otherwise requires.

#### 2. RELEASE

With effect from the date of this Deed of Release (or, if earlier, the date all amounts owned under the Loan and Security Agreement were paid in full) the Releasing Party releases the Released Assets from all security created, evidenced or conferred by or pursuant to the Loan and Security Agreement and reassigns and reconveys to SmartDrive all right, title and interest of the Releasing Parties in and to the Released Assets assigned, granted or transferred to it pursuant to the terms of the Loan and Security Agreement (including, without limitation those copyrights, patents and trademarks listed on Schedule 1 hereto) and all renewals thereof and all income, royalties, rights and goodwill thereto.

#### 3. PAYMENTS

The Releasing Party acknowledges and confirms that all amounts and costs required to be paid under the Loan and Security Agreement in order to secure the release of the Released Assets and the Releasing Party has been paid and discharged in full.

#### 4. FURTHER ASSURANCE

The Releasing Party agrees and undertakes to execute and deliver to SmartDrive all such documents and do all such acts as shall be reasonably required to achieve the releases referred to in Clause 2 (*Release*).

#### 5. COUNTERPARTS

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This Deed of Release may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed of Release by email attachment or telecopy shall be an effective mode of delivery.

[SIGNATORIES ON NEXT PAGE]

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THIS DEED OF RELEASE has been executed and delivered as a deed on the date stated at the beginning of this Deed of Release and shall be binding upon the Releasing Party's legal representatives, assigns and successors.

### EXECUTED AND DELIVERED as a DEED OF RELEASE by the VLL4:

VENTURE LENDING & LEASING IV, INC.

a company incorporated in Maryland

By: \_\_\_\_\_\_

Name: <u>SHOWA</u>) SWANCH

Address: 2010 North First Street

San Jose, California 95131

Attention: Office of General Counsel being a person who, in accordance with the laws of that territory, is acting under the authority of

the company

#### EXECUTED AND ACCEPTED as a DEED OF RELEASE by SmartDrive:

#### SMARTDRIVE SYSTEMS, INC.

a company incorporated in Delaware

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Name: SUBLAN SWAMEY

Address: 9276 Scranton Road, Suite 500

San Diego, CA 92121

Attention: Office of General Counsel being a person who, in accordance with the laws of that territory, is acting under the authority of

the company

## Schedule I

# Copyrights

Description	Registration/Application No.	Registration/Application
		Date

NONE

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Patents
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Application Number	Filing Date	Title/Description
11/296,906	12/08/2005	Vehicle Event Recorder Systems
11/296,907	12/08/2005	Memory Management in Event Recording Systems
11/297,669	12/08/2005	Multi-stage Memory Buffer and Automatic Transfers in Vehicle Event Recording Systems
11/298,069	12/09/2005	Vehicle Event Recorder Systems
11/299,028	12/09/2005	Vehicle Event Recorder Systems
11/377,167	03/16/2006	Vehicle Event Recorder Systems and Networks having Integrated Cellular Wireless Communications Transceivers
11/377,157	03/16/2006	Vehicle Event Recorder Systems and Networks having Parallel Communications Links
11/377,164	03/16/2006	Vehicle Event Recorders with Integrated Web Server

## Trademarks

Description	Registration/Application No.	Registration/Application Date
SmartDrive	78746344	11/03/2005
SmartDrive	78738475	10/21/2005
EyeDrive	78729084	10/07/2005

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