

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAFETY HOLDINGS INC.		04/29/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS COLLATERAL AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4855026	IGNORING DRIVER SAFETY IS RISKY BUSINESS	
<b>Registration Number:</b>	4907001	SAMBA DRIVERMONITOR	
<b>Registration Number:</b>	4667609	SAMBA INCIDENTMANAGER	
<b>Registration Number:</b>	4667605	SAMBA BACKGROUNDCHECK	
<b>Registration Number:</b>	4667606	SAMBA ACCIDENTTRACKER	
<b>Registration Number:</b>	4667607	SAMBA COMPLIANCEMANAGER	
<b>Registration Number:</b>	4659542	DO YOU REALLY KNOW WHO IS BEHIND THE WHE	
<b>Registration Number:</b>	4421444	FLEET ALERTS	
<b>Registration Number:</b>	4087574	SAMBASAFETY	
<b>Registration Number:</b>	3859914	FLEET ALERT	
<b>Registration Number:</b>	3722084	SAMBA	
<b>Registration Number:</b>	3713630	FLEETWATCH	
<b>Registration Number:</b>	2810158	POLICYWATCH	
<b>Registration Number:</b>	2697518	SAMBA	
<b>Serial Number:</b>	86305161	SAMBA DRIVERTRAINING	
<b>Serial Number:</b>	86179057	TITLEWAVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$415.00 4855026

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM  
**Correspondent Name:** LATHAM & WATKINS LLP  
**Address Line 1:** 650 TOWN CENTER DRIVE, 20TH FLOOR  
**Address Line 4:** COSTA MESA, CALIFORNIA 92626

<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA
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<b>SIGNATURE:</b>	/KJA/
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<b>DATE SIGNED:</b>	05/12/2016
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**Total Attachments: 7**

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## **Trademark Security Agreement**

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2016 (this "Security Agreement"), is made by SAFETY HOLDINGS INC., a Delaware corporation, and AMERICAN DRIVING RECORDS, INC., a California corporation (each, a "Grantor"), in favor of ANTARES CAPITAL LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Safety Intermediate Holdings II, Inc., a Delaware corporation ("Holdings") and Safety Holdings Inc., a Delaware corporation (the "Borrower") have entered into that certain Credit Agreement dated as of April 29, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain of the Borrower's Restricted Subsidiaries have entered into that certain Guaranty and Security Agreement dated as of April 29, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires each Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees as follows:

**Section 1**      **Defined Term.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, grants and collaterally assigns to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in all of the following property: all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names, business names, fictitious business names, trade names and other source or business identifiers, whether registered or unregistered, owned by such Grantor and all registrations and applications for the foregoing owned by such Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by such Grantor), and all goodwill associated therewith, now existing or hereafter acquired by such Grantor, together with any and all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant or attachment of a security interest therein would impair the validity or enforceability or result in the cancellation or voiding of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law (the "Trademark Collateral").

**Section 3**      **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**      **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

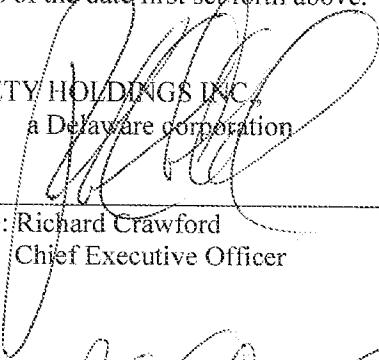
**Section 5**      **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**Section 6**      **Governing Law.**      THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

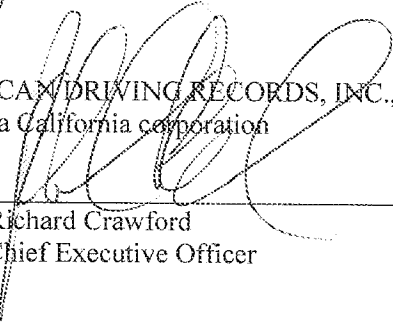
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAFETY HOLDINGS INC.  
a Delaware corporation

By:   
Name: Richard Crawford  
Title: Chief Executive Officer

AMERICAN DRIVING RECORDS, INC.,  
a California corporation

By:   
Name: Richard Crawford  
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

**COLLATERAL AGENT:**

ANTARES CAPITAL LP

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

Name: John Courtney

Title: Duly Authorized Signatory

**SCHEDULE I**  
**Trademarks**

**I. REGISTERED AND ISSUED TRADEMARKS**

<b>Application Number / Application Date</b>	<b>Registration Number / Registration Date</b>	<b>Mark</b>	<b>Listed Owner</b>	<b>Jurisdiction</b>	<b>Status</b>
86588625 4/6/15	4855026 11/17/15	IGNORING DRIVER SAFETY IS RISKY BUSINESS	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
86305503 6/10/14	4907001 3/1/16	SAMBA DRIVERMONITOR	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
86305486 6/10/14	4667609 1/6/15	SAMBA INCIDENTMANAGER	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
86305096 6/10/14	4667605 1/6/15	SAMBA BACKGROUNDCHECK	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
86305146 6/10/14	4667606 1/6/15	SAMBA ACCIDENTTRACKER	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
86305224 6/10/14	4667607 1/6/15	SAMBA COMPLIANCEMANAGER	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
86281157 5/14/14	4659542 12/23/14	DO YOU REALLY KNOW WHO IS BEHIND THE WHEEL	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
85874611 3/13/13	4421444 10/22/13	FLEET ALERTS	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
85342336 6/9/11	4087574 1/17/12	SAMBASAFETY	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
77944552 2/25/10	3859914 10/12/10	FLEET ALERT	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
7736789 5/14/09	3722084 12/8/09	SAMBA	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
76692494 9/2/08	3713630 11/24/09	FLEETWATCH	SAFETY HOLDINGS, INC.	U.S. Federal	REGISTERED
N/A	592772 8/18/06	FIRST ADVANTAGE ADR	AMERICAN DRIVING RECORDS, INC.	U.S. State - Louisiana	REGISTERED
N/A	592771 8/18/06	FIRST ADVANTAGE TRANSPORTATION SERVICES	AMERICAN DRIVING RECORDS, INC.	U.S. State - Louisiana	REGISTERED
76485827 1/29/03	2810158 2/3/04	POLICYWATCH	SAFETY HOLDINGS, INC.	U.S. Federal	RENEWED (REGISTERED)

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Application Number / Application Date	Registration Number / Registration Date	Mark	Listed Owner	Jurisdiction	Jurisdiction	Status
76376705 3/1/02	2697518 3/18/03	SAMBA	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	RENEWED (REGISTERED)
N/A	350832 8/18/05	FIRST ADVANTAGE TRANSPORTATION SERVICES	AMERICAN DRIVING RECORDS, INC.	U.S. State - Arizona	U.S. State - Arizona	RENEWED
N/A	350833 8/18/05	FIRST ADVANTAGE ADR	AMERICAN DRIVING RECORDS, INC.	U.S. State - Arizona	U.S. State - Arizona	RENEWED

## II. TRADEMARK APPLICATIONS

Application Number / Application Date	Mark	Listed Owner	Jurisdiction	Jurisdiction	Status
86305161 6/10/14	SAMBA DRIVERTRAINING	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PENDING
86686614 7/8/15	SAMBA DRIVERCLOUD	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PENDING Intent to Use
86687349 7/8/15	SAMBA DRIVERSIGHT	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PENDING Intent to Use
86687370 7/8/15	SAMBA MVRCONNECT	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PENDING Intent to Use
86687367 7/8/15	SAMBA DRMCONNECT	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PENDING Intent to Use
86179057 1/29/14	TITLEWAVE	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PUBLISHED (PENDING)
86687355 7/8/15	SAMBA DRIVERPORTAL	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PUBLISHED (PENDING) Intent to Use
86687360 7/8/15	SAMBA DRIVERSCORE	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PUBLISHED (PENDING) Intent to Use
86687364 7/8/15	SAMBA REPORTMANAGER	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PUBLISHED (PENDING) Intent to Use
86687363 7/8/15	SAMBA POLICYMANAGER	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PUBLISHED (PENDING) Intent to Use
86687214 7/8/15	SAMBA ACCIDENTMANAGER	SAFETY HOLDINGS, INC.	U.S. Federal	U.S. Federal	PUBLISHED (PENDING) Intent to Use



Application Number / Application Date	Mark	Listed Owner	Jurisdiction	Status
86686568 7/8/15	SAMBA RELEASEMANAGER	SAFETY HOLDINGS, INC.	U.S. Federal	PUBLISHED (PENDING) Intent to Use
86686601 7/8/15	SAMBA QUALIFICATIONMANAGER	SAFETY HOLDINGS, INC.	U.S. Federal	PUBLISHED (PENDING) Intent to Use
86686611 7/8/15	SAMBA DRIVERPROFILE	SAFETY HOLDINGS, INC.	U.S. Federal	PUBLISHED (PENDING) Intent to Use

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