

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTDRIVE SYSTEMS, INC.		08/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY BANK		
Street Address:	300 PARK AVENUE		
Internal Address:	4TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3819803	SMARTDRIVE	
Registration Number:	3823581	SMARTDRIVE	
Registration Number:	4154356	SMARTDRIVE	
Serial Number:	86858929	SMARTDRIVE SMARTIQ	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4790		
Email:	IPTEAM@NATIONALCORP.COM		
Correspondent Name:	PAUL TATE		
Address Line 1:	1025 VERMONT AVENUE, NW #1130		
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F165095		
NAME OF SUBMITTER:	ROBIN DUNN		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	08/26/2016		

OP \$115.00 3819803

Total Attachments: 10

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page2.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page3.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page4.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page5.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page6.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page7.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page8.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page9.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page10.tif

source=Trademark Cover Sheet with IP Security Agmt-SmartDrive Systems, Inc#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 15, 2016 by and between ALLY BANK ("*Bank*") and SmartDrive Systems, Inc., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "*Intellectual Property Collateral*").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan

Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

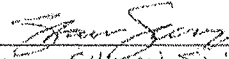
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

SMARTDRIVE SYSTEMS, INC.

By 
Name SHARON SWANEY
Title VP Finance

Address of Grantor:

9450 Carroll Park Drive
San Diego, California 92121

Bank:

ALLY BANK

By _____
Name _____
Title _____

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

SMARTDRIVE SYSTEMS, INC.


By _____
Name _____
Title _____

Address of Grantor:

9276 Scranton Road, Suite 500
San Diego, California 92121

Bank:

ALLY BANK

By 
Name BRIAN BARANASKAS
Title AUTHORIZED SIGNATORY

Address of Bank:

300 Park Avenue, 4th Floor
New York, New York 10022

[Signature Page—Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
VEHICLE EVENT RECORDER SYSTEMS	11/296,906	12/8/2005
VEHICLE EVENT RECORDERS WITH INTEGRATED WEB SERVER	11/377,164	3/16/2006
VEHICLE EVENT RECORDER SYSTEMS AND NETWORKS HAVING INTEGRATED CELLULAR WIRELESS COMMUNICATIONS SYSTEMS	11/377,167	3/16/2006
VEHICLE OPERATOR PERFORMANCE HISTORY RECORDING, SCORING AND REPORTING SYSTEMS	11/593,659	11/7/2006
POWER MANAGEMENT SYSTEMS FOR AUTOMOTIVE VIDEO EVENT RECORDERS	11/593,682	11/7/2006
VEHICLE EXCEPTION EVENT MANAGEMENT SYSTEMS	11/595,015	11/9/2006
DISCRETIZATION FACILITIES FOR VEHICLE EVENT DATA RECORDERS	11/637,754	12/13/2006
DISTRIBUTED VEHICLE EVENT RECORDER SYSTEMS HAVING A PORTABLE MEMORY DATA TRANSFER SYSTEM	11/800,876	5/8/2007
VEHICLE EVENT RECORDER SYSTEMS	12/096,591	10/3/2008
MEMORY MANAGEMENT IN EVENT RECORDING SYSTEMS	12/096,592	10/3/2008
DISTRIBUTED VEHICLE EVENT RECORDER SYSTEMS HAVING A PORTABLE MEMORY DATA TRANSFER SYSTEM	13/539,312	6/30/2012
VEHICLE EVENT PLAYBACK APPARATUS AND METHODS	13/571,416	8/10/2012
VEHICLE EVENT PLAYBACK APPARATUS	13/571,445	8/10/2012

AND METHODS

MEMORY MANAGEMENT IN EVENT RECORDING SYSTEMS	13/734,800	1/4/2013
VEHICLE EVENT RECORDER SYSTEMS AND NETWORKS HAVING INTEGRATED CELLULAR WIRELESS COMMUNICATIONS SYSTEMS	13/957,810	8/2/2013
DISTRIBUTED VEHICLE EVENT RECORDER SYSTEMS HAVING A PORTABLE MEMORY DATA TRANSFER SYSTEM	14/036,299	9/25/2013
VEHICLE EVENT PLAYBACK APPARATUS AND METHODS	14/055,833	10/16/2013
VEHICLE FUEL CONSUMPTION MONITOR AND FEEDBACK SYSTEMS	14/076,511	11/11/2013
POWER MANAGEMENT SYSTEMS FOR AUTOMOTIVE VIDEO EVENT RECORDERS	14/177,047	2/10/2014
SYSTEM AND METHOD TO DETECT EXECUTION OF DRIVING MANEUVERS	14/186,416	2/21/2014
SYSTEM AND METHOD TO DETECT EXECUTION OF DRIVING MANEUVERS	14/486,744	9/15/2014
VEHICLE EXCEPTION EVENT MANAGEMENT SYSTEMS	14/516,650	10/17/2014
RAIL VEHICLE EVENT DETECTION AND RECORDING SYSTEM	14/525,416	10/28/2014
VEHICLE OPERATOR PERFORMANCE HISTORY RECORDING, SCORING AND REPORTING SYSTEMS	14/529,134	10/30/2014
MEMORY MANAGEMENT IN EVENT RECORDING SYSTEMS	14/531,854	11/3/2014
SYSTEM AND METHOD FOR DETECTING A VEHICLE EVENT AND GENERATING REVIEW CRITERIA	14/540,825	11/13/2014
SYSTEM AND METHOD FOR AGGREGATION DISPLAY AND ANALYSIS OF RAIL VEHICLE	14/592,245	1/8/2015

EVENT INFORMATION

SYSTEM AND METHOD FOR SYNTHESIZING RAIL VEHICLE EVENT INFORMATION	14/592,446	1/8/2015
RAIL VEHICLE EVENT TRIGGERING SYSTEM METHOD	14/594,387	1/12/2015
VEHICLE EVENT RECORDERS WITH INTEGRATED WEB SERVER	14/634,688	2/27/2015
VEHICLE EVENT RECORDING SYSTEM AND METHOD	14/676,622	4/1/2015
VEHICLE EVENT RECORDER SYSTEMS AND NETWORKS HAVING INTEGRATED CELLULAR WIRELESS COMMUNICATION SYSTEMS	14/798,454	7/13/2015
VEHICLE EVENT RECORDER SYSTEMS AND NETWORKS HAVING INTEGRATED CELLULAR WIRELESS COMMUNICATION SYSTEMS	14/929,197	10/30/2015
DISTRIBUTED VEHICLE EVENT RECORDER SYSTEMS HAVING A PORTABLE MEMORY DATA TRANSFER SYSTEM	14/935,247	11/6/2015
VEHICLE EVENT RECORDER SYSTEMS AND NETWORKS HAVING INTEGRATED CELLULAR WIRELESS COMMUNICATIONS SYSTEMS	14/944,037	11/17/2015
RAIL VEHICLE EVENT TRIGGERING SYSTEM METHOD	14/975,304	12/18/2015
MEMORY MANAGEMENT IN EVENT RECORDING SYSTEMS	14/981384	12/28/2015
SYSTEMS AND METHOD TO TRIGGER VEHICLE EVENTS BASED ON CONTEXTUAL INFORMATION	15/006,066	1/25/2016
SYSTEM AND METHOD TO DETERMINE RESPONSIVENESS OF A DRIVER OF A VEHICLE TO FEEDBACK REGARDING DRIVING BEHAVIORS	15/077,825	3/22/2016

SYSTEMS AND METHODS FOR CAPTURING
AND OFFLOADING DIFFERENT
INFORMATION BASED ON EVENT TRIGGER
TYPE

15/151,877

5/11/2016

VEHICLE EVENT RECORDERS WITH
INTEGRATED WEB SERVER

15/201,385

7/1/2016

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
SMARTDRIVE	3819803/ 78738475	July 13, 2010/ October 21, 2005
SMARTDRIVE	3823581/ 77569039	July 27, 2010/ September 12, 2008
SMARTDRIVE and Logo	4154356/ 77569029	June 5, 2012/ September 12, 2008
SMARTDRIVE SMARTIQ	NA*/ 86858929	NA*/ December 28, 2015

* Registration Pending