

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		06/01/2021	NATIONAL BANKING ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	EDRIVING FLEET LLC		
Street Address:	211 Bayberry Drive Suite 1D, 1E & 1F		
City:	Cape May Court House		
State/Country:	NEW JERSEY		
Postal Code:	08210		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	EDRIVING LLC		
Street Address:	211 Bayberry Drive Suite 1D, 1E & 1F		
City:	Cape May Court House		
State/Country:	NEW JERSEY		
Postal Code:	08210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2735045	ONE MORE SECOND	
Registration Number:	2798038	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	2759187	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	3376658	VIRTUAL RISK MANAGER	
Registration Number:	3563245	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	3798202	TARGETING DRIVER RISK REDUCTION US PATEN	
Registration Number:	3902268	VIRTUAL RISK MANAGER	
Registration Number:	3753949	RISKCOACH	
Registration Number:	3766293	DRIVERINDEX	
Registration Number:	3760141	ONETOONE	
Registration Number:	3760142	ROADRISK	
Registration Number:	3766294	ROADRISK	

CH \$490.00 2735045

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3766295	CRASH FREE CULTURE
Registration Number:	3766296	CRASH FREE CULTURE
Registration Number:	4806836	EDRIVING
Registration Number:	5216210	DRIVERSED.COM
Registration Number:	5189906	ONE MORE SECOND
Registration Number:	5371379	MENTOR BY EDRIVING
Registration Number:	5354560	1MORESECOND

CORRESPONDENCE DATA

Fax Number: 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38123-608
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	06/01/2021

Total Attachments: 4

source=EXECUTED - Polaris - eDriving Payoff - Trademark Release (Jun-1-21)_ (77353268_2)#page1.tif

source=EXECUTED - Polaris - eDriving Payoff - Trademark Release (Jun-1-21)_ (77353268_2)#page2.tif

source=EXECUTED - Polaris - eDriving Payoff - Trademark Release (Jun-1-21)_ (77353268_2)#page3.tif

source=EXECUTED - Polaris - eDriving Payoff - Trademark Release (Jun-1-21)_ (77353268_2)#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”) is effective as of June 1, 2021 by PNC BANK, NATIONAL ASSOCIATION (“Grantee”) in favor of EDRIVING FLEET LLC, a limited liability company organized under the laws of the State of Delaware and EDRIVING LLC, a limited liability company organized under the laws of the State of Delaware (both, collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein have the meaning given to them in the Credit Agreement (as defined below).

WHEREAS, the Grantors and Grantee are parties to that certain Revolving Credit, Term Loan and Security Agreement, dated as of July 23, 2019 (the “Credit Agreement”), by and among the Grantors, EDRIVING TELEMATICS LLC, IDS INTERMEDIATE, LLC, the Lenders, and Grantee (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Grantors executed that certain Security Agreement (Trademarks), dated as of July 23, 2019, in favor of Grantee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), whereby the Grantors granted to Grantee a continuing security interest in the trademarks constituting Collateral (as such term is defined in the Trademark Security Agreement) of the Grantors, including, without limitation, the trademarks listed on Exhibit A hereto, to secure the prompt payment, performance and observance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on July 24, 2019 at Reel/Frame 6702/0358; and

WHEREAS, the Grantors have requested that the Grantee release its security interest in all right, title and interest in, to and under all of the Collateral.


NOW, THEREFORE, intending to be legally bound hereby and in connection with the Trademark Security Agreement, Grantee hereby (i) releases the continuing security interest and continuing lien upon, and terminates its security interest in, and all other rights, title and interest in and to, the Collateral (as defined in the Trademark Security Agreement) including, without limitation, the trademarks listed on Exhibit A hereto, without any recourse, representation or warranty, (ii) terminates the Trademark Security Agreement, and (iii) re-assigns to the Grantors, any right, title or interest Grantee may have in, to or under the Collateral under the Credit Agreement or the Trademark Security Agreement, together with the goodwill of the business symbolized thereby, and hereby authorizes the Grantors or the Grantors’ authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee duly executes this Release, which is effective as of the day and year first written above.

PNC BANK, NATIONAL ASSOCIATION, as
Grantee

By: 
Name: Brad Blakey
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007311 FRAME: 0714

EXHIBIT A

TRADEMARKS

Trademark/Service Mark Name	Grantor	Registration Date (App. Date)	Registration No. (App. No.)
IMORESECOND & DESIGN	Edriving LLC	12/12/2017	5354560
CRASH FREE CULTURE	Edriving Fleet LLC	03/30/2010	3766295
CRASH FREE CULTURE	Edriving Fleet LLC	03/30/2010	3766296
DRIVERINDEX	Edriving Fleet LLC	03/30/2010	3766293
DRIVERSED.COM & DESIGN	Edriving, LLC	06/06/2017	5216210
EDRIVING & DESIGN	Edriving, LLC	09/08/2015	4806836
INTERACTIVE DRIVING SYSTEMS	Edriving Fleet LLC	12/23/2003	2798038
INTERACTIVE DRIVING SYSTEMS	Edriving Fleet LLC	09/02/2003	2759187
INTERACTIVE DRIVING SYSTEMS	Edriving Fleet LLC	01/20/2009	3563245
MENTOR BY EDRIVING & DESIGN	Edriving, LLC	01/02/2018	5371379
ONE MORE SECOND	Edriving, LLC	04/25/2017	5189906
ONE MORE SECOND	Edriving, LLC	07/08/2003	2735045
ONETOONE	Edriving Fleet LLC	03/16/2010	3760141
RISKCOACH	Edriving Fleet LLC	03/02/2010	3753949
ROADRISK	Edriving Fleet LLC	03/16/2010	3760142
ROADRISK	Edriving Fleet LLC	03/30/2010	3766294
TARGETING DRIVER RISK REDUCTION US PATENT 6,714,894 & DESIGN	Edriving Fleet LLC	06/08/2010	37798202
VIRTUAL RISK MANAGER	Edriving Fleet LLC	01/04/2011	3902268
VIRTUAL RISK MANAGER	Edriving Fleet LLC	01/29/2008	3376658