

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671804

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Instructional Technologies Incorporated | | 09/01/2021 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Collateral Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5968997 | ON RAMP | |
| Registration Number: | 5669886 | SENTIX | |
| Registration Number: | 5373850 | PRO-DEFENSE | |
| Registration Number: | 4453936 | ITI | |
| Registration Number: | 4439506 | PRO-TREAD | |
| Registration Number: | 6428753 | CHAMPION | |
| Registration Number: | 6397851 | CLEARDRIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| <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: | 2129061216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 1271 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 057121-0615 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /s/ Angela M. Amaru | | |

CH \$190.00 5968997

DATE SIGNED:

09/01/2021

Total Attachments: 8

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 1, 2021, is made by INSTRUCTIONAL TECHNOLOGIES, INCORPORATED, AMERICAN DRIVING RECORDS, INC. and SAFETY HOLDINGS INC. (each of the foregoing, a "Grantor"), in favor of ANTARES CAPITAL LP, as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of September 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SAFETY GUARANTOR HOLDINGS LLC ("Holdings"), SAFETY BORROWER HOLDINGS LLC (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and ANTARES CAPITAL LP, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of September 1, 2021 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks, all rights, priorities and privileges related thereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States

Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

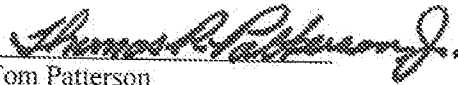
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

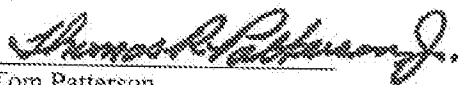
6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

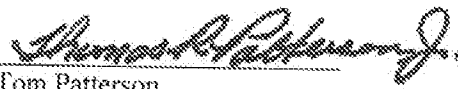
INSTRUCTIONAL TECHNOLOGIES INCORPORATED,
as a Grantor

By: 
Name: Tom Patterson
Title: Vice President and Treasurer

AMERICAN DRIVING RECORDS, INC.,
as a Grantor

By: 
Name: Tom Patterson
Title: Vice President and Treasurer


SAFETY HOLDINGS INC.,
as a Grantor

By: 
Name: Tom Patterson
Title: Vice President and Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights]

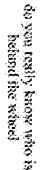
TRADEMARK
REEL: 007410 FRAME: 0909

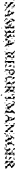
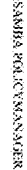
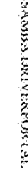
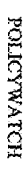

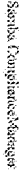

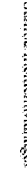

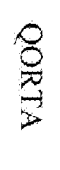

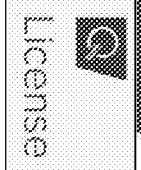
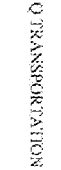
ANTARES CAPITAL LP,
as the Collateral Agent



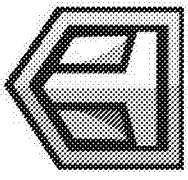
By: 
Name: _____
Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

| Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Classes | Assignee |
|----------------|---|-----------------|------------------|-----------------|------------------|----------------|-----------------------|
| United States | do you really know who is behind the wheel | 86281157 | 05/14/2014 | 4659542 | 12/23/2014 | 45 | Safety Holdings, Inc. |
| United States | Q PORTAL (TTU) | 88346286 | 03/19/2019 | | | 42, 45 | Safety Holdings, Inc. |
| United States | <small>FORWARDING SERVICE FOR APPROPRIATE INFORMATION</small> SAMBA DRIVERMONITOR | 86588625 | 04/06/2015 | 4855026 | 11/17/2015 | 45 | Safety Holdings, Inc. |
| United States | Samba DriverMonitor | 86305503 | 06/10/2014 | 4907001 | 03/01/2016 | 45 | Safety Holdings, Inc. |
| United States | TitleWave | 86179057 | 01/29/2014 | 4948855 | 05/03/2016 | 45 | Safety Holdings, Inc. |
| United States | IQLAB | 85319543 | 05/12/2011 | 4184180 | 07/31/2012 | 45 | Safety Holdings, Inc. |
| United States | ROADSIDE RESUME | 85307813 | 04/28/2011 | 4218802 | 10/02/2012 | 35 | Safety Holdings, Inc. |
| United States | ATHENA | 86083462 | 10/04/2013 | 5068999 | 10/25/2016 | 35, 42, 45 | Safety Holdings, Inc. |
| United States | <small>Samba AccelerationSensor</small> | 86687214 | 07/08/2015 | 5087656 | 11/22/2016 | 42 | Safety Holdings, Inc. |
| United States | <small>Samba ReleaseManager</small> | 86686568 | 07/08/2015 | 5101275 | 12/13/2016 | 42 | Safety Holdings, Inc. |
| United States | Samba DriverProfile | 86686611 | 07/08/2015 | 5101276 | 12/13/2016 | 42 | Safety Holdings, Inc. |
| United States | <small>SAMBA DRIVERSCORE</small> | 86687360 | 07/08/2015 | 5101278 | 12/13/2016 | 42 | Safety Holdings, Inc. |
| United States |  | 76376705 | 03/01/2002 | 2697518 | 03/18/2003 | 42 | Safety Holdings, Inc. |
| United States | SAMBA | | | | | | |
| United States | JUST | 87240098 | 11/17/2016 | 5232202 | 06/27/2017 | 35, 42 | Safety Holdings, Inc. |

| Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Classes | Assignee |
|---------------|--|----------|------------|----------|------------|---------|-----------------------|
| United States |  SAMBAs BEREFTWANKER | 86687364 | 07/08/2015 | 5335840 | 11/14/2017 | 42 | Safety Holdings, Inc. |
| United States |  SAMBAs POLICYMANAGER | 86687363 | 07/08/2015 | 5335839 | 11/14/2017 | 42 | Safety Holdings, Inc. |
| United States |  SAMBAs EREFTWANKER | 86687355 | 07/08/2015 | 5346708 | 11/28/2017 | 9, 42 | Safety Holdings, Inc. |
| United States |  POLICYWATCH | 76485827 | 01/29/2003 | 2810158 | 02/03/2004 | 9 | Safety Holdings, Inc. |
| United States |  MYRSSYNC | 87349371 | 02/24/2017 | 5638594 | 12/25/2018 | 42 | Safety Holdings, Inc. |
| United States |  Sambas ComplaintManager | 86305224 | 06/10/2014 | 4667607 | 01/06/2015 | 45 | Safety Holdings, Inc. |
| United States |  Sambas Accident Tracker | 86305146 | 06/10/2014 | 4667606 | 01/06/2015 | 45 | Safety Holdings, Inc. |
| United States |  Sambas Incident Manager | 86305486 | 06/10/2014 | 4667609 | 01/06/2015 | 45 | Safety Holdings, Inc. |
| United States |  | 88139115 | 10/02/2018 | 5767817 | 06/04/2019 | 42 | Safety Holdings, Inc. |
| United States |  QORTA | 88139113 | 10/02/2018 | 5767816 | 06/04/2019 | 42 | Safety Holdings, Inc. |
| United States |  | 88289926 | 02/05/2019 | 5828821 | 08/06/2019 | 42 | Safety Holdings, Inc. |
| United States |  | 88345204 | 03/18/2019 | 5878921 | 10/08/2019 | 42 | Safety Holdings, Inc. |
| United States |  Q TRANSPORTATION | 88346326 | 03/19/2019 | 5878987 | 10/08/2019 | 42, 45 | Safety Holdings, Inc. |

| Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Classes | Assignee |
|---------------|--|----------|------------|----------|------------|----------------------|---|
| United States | Q LICENSE | 88345241 | 03/18/2019 | 5878927 | 10/08/2019 | 42 | Safety Holdings, Inc. |
| United States |  University | 88345238 | 03/18/2019 | 5878926 | 10/08/2019 | 42 | Safety Holdings, Inc. |
| United States |  Transportation | 88345230 | 03/18/2019 | 5878924 | 10/08/2019 | 42, 45 | Safety Holdings, Inc. |
| United States | Q UNIVERSITY | 88346331 | 03/19/2019 | 5878989 | 10/08/2019 | 42 | Safety Holdings, Inc. |
| United States | Q ENTERPRISE | 88346270 | 03/19/2019 | 6054485 | 05/12/2020 | 42 | Safety Holdings, Inc. |
| United States | Rocket Registration | 88243543 | 12/28/2018 | 6316136 | 04/06/2021 | 35 | Safety Holdings, Inc. |
| United States | VIGILLO | 77352987 | 12/14/2007 | 3696466 | 10/13/2009 | 41, 42 | Safety Holdings, Inc. |
| United States | SAMBA | 77736789 | 05/14/2009 | 3722084 | 12/08/2009 | 42 | Safety Holdings, Inc. |
| United States | SAMBASafety | 85342336 | 06/09/2011 | 4087574 | 01/17/2012 | 45 | Safety Holdings, Inc. |
| United States | ON RAMP | 88297819 | 02/12/2019 | 5968997 | 01/21/2020 | 041 100, 101, 107 | Instructional Technologies, Incorporated |
| United States | Scintix | 88004705 | 06/18/2018 | 5669886 | 02/05/2019 | 042 100, 101 | Instructional Technologies, Incorporated |
| United States | PRO-DEFENSE | 87455324 | 05/18/2017 | 5373850 | 01/09/2018 | 041 100, 101, 107 | Instructional Technologies, Incorporated |
| United States |  | 85893931 | 04/03/2013 | 4453936 | 12/24/2013 | 041 100, 101, 107 | Instructional Technologies, Incorporated |

| Country | Mark | App. No. | App. Date | Reg. No. | Reg. Date | Classes | Assignee |
|---------------|---|----------|------------|----------|------------|----------------------|---|
| United States | PRO-TRREAD | 85893900 | 04/03/2013 | 4439506 | 11/26/2013 | 041 100, 101, 107 | Instructional Technologies, Incorporated |
| United States | CHAMPION | 88256568 | 01/10/2019 | 6428753 | 07/20/2021 | 041 100, 101, 107 | Instructional Technologies, Incorporated |
| United States | ClearDrive | 88899629 | 05/04/2020 | 6397851 | 06/22/2021 | 041 100, 101, 107 | Instructional Technologies, Incorporated |
| Canada | Q Design | 1923598 | 10/04/2018 | | | | Safety Holdings Inc. |
| Canada | QORTA | 1923602 | 10/04/2018 | | | | Safety Holdings Inc. |
| Arizona | FIRST ADVANTAGE TRANSPORT ACTION SERVICES | 350832 | | 350832 | 08/18/2005 | | American Driving Records, Inc. |
| Arizona | FIRST ADVANTAGE ADR | 350833 | | 350833 | 08/18/2005 | | American Driving Records, Inc. |