

02-18-2000

PNP 1-21-00

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies)

SIMULA, INC.

- Individual(s)
- General Partnership
- Corporation - State of Arizona
- Other _____

Additional name(s) of conveying parties attached? Yes No



101270216

address of receiving parties:

Name: **LEVINE LEICHTMAN CAPITAL PARTNERS II, L.P.**

Street Address: **335 North Maple Drive, Suite 240**

City: **Beverly Hills** State: **CA** Zip: **90210**

Country: **USA**

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: **December 31, 1999**

- Individual(s) Citizenship _____
- Association
- General Partnership
- Limited Partnership - California limited partnership
- Corporation - State of Delaware
- Other _____

If Assignee is not domiciled in the United States, a domestic representative designation is attached yes no

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or Registration number(s):

A. Trademark Application No(s):

75/122,277	75/302,288	75/716,408
75/606,376	75/716,407	75/716,869
75/208,521	75/716,406	75/716,870
75/357,098	75/716,405	
75/816,628	75/716,404	

B. Trademark Registration No(s)

2,037,456
1,665,312
1,716,605
2,185,970

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Kristin Freebairn
Name: **RIORDAN & McKINZIE**
Internal Address: _____
Street Address: **300 South Grand Avenue**
29th Floor,
City: **Los Angeles** State: **CA** Zip: **90071**

6. Total number of applications and registrations involved in this security agreement: **[17]**

7. Total fee (37 CFR 3.41) \$ **440.00**

Enclosed Check No. **851651**

Any additional fees which may be required are

Authorized to be charged to deposit account No. _____

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/17/2000 DNGUYEN 00000248 75122277

01 FC:481 40.00 OP
02 FC:482 400.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristin Freebairn
Name of Person Signing

Kristin Freebairn
Signature

January 21, 2000
Date

Total number of pages including cover sheet, attachments, and documents: **[20 including check]**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the date needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C., 20503.

Schedule A

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
ITS	02-11-97	2,037,456
LICAR	11-19-91	1,665,312
LICAR	09-15-92	1,716,605
PROTECTING PEOPLE IN MOTION	09-01-98	2,185,570

PENDING TRADEMARKS

<u>Trademark</u>	<u>File Date</u>	<u>Serial No.</u>
CLEARGARD	06-19-96	75-122,277
COMFORT CRUISER	12-16-98	75-606,376
DURACHUTE	12-05-96	75-208,521
PROTECTING PEOPLE IN MOTION	09-15-97	75-357,098
ROLL-TECT	10-07-99	75,816,628
SIMUVUE	06-02-97	75-302,288
SIMULA SAFE	05-27-99	75-716,407
SIMULA SAFE	02-16-99	75-642,912
SIMULA SAFE	02-16-99	75-641,573
SIMULA SAFE	02-16-99	75-641,571
SIMULA SAFE	02-16-99	75-641,567
SIMULA SAFE	02-16-99	75-641,525
SIMULA SAFE	02-16-99	75-640,670
SIMULA SAFE	02-16-99	75-640,669
SIMULA SAFE	05-27-99	75-716,406
SIMULA SAFE	05-27-99	75-716,405
SIMULA SAFE	05-27-99	75-716,404
SIMULA SAFE	05-27-99	75-716,408
SIMULA SAFE	05-27-99	75-716,869
SIMULA SAFE	05-27-99	75-716,870

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 31st day of December, 1999, by SIMULA, INC., an Arizona corporation (the "Company"), SIMULA SAFETY SYSTEMS, INC., an Arizona corporation ("SSSI"), SIMULA TRANSPORTATION EQUIPMENT CORPORATION (formerly known as Intaero, Inc.), an Arizona corporation ("Simtech"), AIRLINE INTERIORS, INC., an Arizona corporation ("Airline Interiors"), ARTCRAFT INDUSTRIES CORP., an Arizona corporation ("Artcraft"), SIMULA COMPOSITES CORPORATION (formerly known as Viatech, Inc.), a Delaware corporation ("Composites"), SIMULA AUTOMOTIVE SAFETY DEVICES, INC., an Arizona corporation ("SASD"), SIMULA TECHNOLOGIES, INC., an Arizona corporation ("STI"), INTERNATIONAL CENTER FOR SAFETY EDUCATION, INC., an Arizona corporation ("ICSE") and SIMULA POLYMER SYSTEMS, INC., an Arizona corporation ("Polymer"). CCEC CAPITAL CORP., an Arizona corporation ("CCEC"), SIMULA AUTOMOTIVE SAFETY DEVICES LIMITED, a company organized and existing under the laws of the United Kingdom ("Simula Automotive UK"). The Company, SSSI, Simtech, Airline Interiors, Artcraft, Composites, SASD, STI, ICSE, Polymer, CCEC and Simula Automotive UK may be individually referred to herein as a "Company Party" and collectively referred to herein as the "Company Parties."

WITNESSETH:

WHEREAS, the Company Parties and Levine Leichtman Capital Partners II, L.P. (the "Purchaser") are parties to a certain Securities Purchase Agreement (including all annexes, exhibits and schedules thereto) of even date herewith, as the same may be amended, restated, supplemented or otherwise modified from time to time (herein the "Securities Purchase Agreement"), which Securities Purchase Agreement provides (i) for the Purchaser to purchase the Securities from the Company and (ii) for the grant by the Company Parties to the Purchaser of a security interest in certain of the Company Parties' assets, including, without limitation, patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein and in the related Collateral Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, each Company Party agrees as follows:

1. Definitions. Capitalized terms used herein and defined in the Securities Purchase Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the Secured Obligations (as defined in the Security Agreement), each Company Party hereby grants to the

Purchaser a security interest, effective immediately, in all of such Company Party's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

- (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the Patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
- (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the Trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (iii) Any license agreement in which such Company Party is or becomes licenses to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of such Company Party's business connected with and symbolized by the Intellectual Property Collateral; and
- (v) All cash and non-cash proceeds of the foregoing.

3. The Purchaser's Rights. Upon the occurrence and during the continuation of any Default or Event of Default, the Purchaser shall have all the rights and remedies of a secured party under the UCC and any other applicable state or federal laws. The Purchaser will give any Company Party reasonable notice of the time and place of any public sale of its Intellectual Property Collateral or the time after which any private sale of its Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address

of such Company Party set forth in the Securities Purchase Agreement at least ten (10) days before the date of such sale or disposition. In addition to the forgoing and all other rights and remedies of the Purchaser upon the occurrence and during the continuation of any Default or Event of Default, the Purchaser shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by each Company Party to the Purchaser concurrently with this Agreement to enable such rights to be carried out. Each Company Party agrees that, in the event the Purchaser exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from the Purchaser to such Company Party, such Company Party shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs a Default or Event of Default, each Company Party shall continue to own and use its Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence and during the continuance of a Default or Event of Default such right will, upon the exercise by the Purchaser of the rights provided by this Agreement, be revoked and the right of each Company Party to enjoy the uses, benefits, royalties and profits of its Intellectual Property Collateral will wholly cease, whereupon the Purchaser or its transferee(s) shall be entitled to all of each Company Party's right, title and interest in and to its Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon the Purchaser any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. Each Company Party agrees to pay all filing fees with respect to the security interest created hereby which the Purchaser may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. The Company Parties represent and warrant jointly and severally, that each of the Company Parties lawfully possess and own the Intellectual Property Collateral pledged by it hereunder and that except for the security interest granted hereby, the Liens to the Bank under the Bank Credit Agreement and the Permitted Encumbrances (as defined in the Securities Purchase Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company Parties have not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds therefor; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral.

6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by the Purchaser in connection with such sale and the exercise of the Purchaser's rights and remedies hereunder and under the Securities Purchase Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Secured Obligations due the Purchaser in such order as the Purchaser may elect (with the Company Parties remaining jointly and severally liable for any deficiency); and the balance, if any, shall be paid to the Company Parties or as a court of competent jurisdiction may direct.
7. Defense of Claims. Each of the Company Parties agrees to defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of the Purchaser therein. Each of the Company Parties agrees to reimburse the Purchaser for all costs and expenses incurred by the Purchaser in defending any such action, claim or proceeding.
8. Rights Cumulative. This Agreement shall be in addition to the Securities Purchase Agreement and the other Collateral Documents and shall not be deemed to affect, modify or limit the Securities Purchase Agreement and the other Collateral Documents or any rights that the Purchaser has under the Securities Purchase Agreement and the other Collateral Documents. Each of the Company Parties agrees to execute and deliver to the Purchaser (at such Company Party's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement and the Securities Purchase Agreement including, but not limited to, financing statements under the UCC.
9. Amendments; Construction and Invalidity. No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Company Party herefrom, shall in any event be effective unless the same shall be in writing and signed by the Purchaser and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
10. CHOICE OF LAW; WAIVER OF TRIAL BY JURY. EACH OF THE COMPANY PARTIES AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT TOGETHER WITH THE SECURITIES PURCHASE AGREEMENT AND THE COLLATERAL DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT OF THE COMPANY PARTIES AND THE PURCHASER

WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY PARTIES, THE PURCHASER AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, AND UNDERSTANDING THEY ARE WAIVING A CONSTITUTIONAL RIGHT, THE PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO, THIS AGREEMENT, ANY OTHER INVESTMENT DOCUMENT OR THE TRANSACTIONS COMPLETED HEREBY OR THEREBY.

11. Notices. Each Company Party covenants and agrees that, with respect to the Intellectual Property Collateral, it will give the Purchaser written notice in the manner provided in the Securities Purchase Agreement of:
- (i) any claim by a third party that such Company Party has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of such Company Party; or
 - (iii) any Intellectual Property Collateral created, arising or acquired by such Company Party after the date hereof.
12. Further Assurances. Each Company Party will take any such action as the Purchaser may reasonably require to further confirm or protect the Purchaser's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, each Company Party hereby grants to the Purchaser a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action on such Company Party's behalf required to effectuate the terms, provisions and conditions of this Agreement. Each Company Party shall advise the Purchaser within thirty (30) days of its filing of any application of the registration of a trademark or patent with the United States Patent and Trademark Office or any similar office or agency in the United States, any state

therein, or any other country. Upon request of the Purchaser, each Company Party shall execute and deliver to the Purchaser any and all agreements, instruments, documents, and such other papers as may be requested by the Purchaser to evidence the security interest granted to the Purchaser in such trademark or patent. Each Company Party authorizes the Purchaser to modify this Agreement by amending the Schedules hereto to include any new item of Intellectual Property Collateral and any renewal applied for and obtained hereafter.

13. Reinstatement. The provisions of this Agreement shall remain in full force and effect and continue to be effective even if: (a) any petition is filed by or against any Company Party for liquidation or reorganization; (b) any Company Party becomes insolvent or makes an assignment for the benefit of creditors; (c) a receiver or trustee is appointed for all or any significant part of the assets of any Company Party; or (d) at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent transfer," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored, or returned, the Secured Obligations and Secured Party's Liens in the Intellectual Property Collateral shall be reinstated and deemed reduced only by any amount paid and not so rescinded, reduced, restored, or returned.
14. Termination. Subject to Section 13, this Agreement shall terminate upon termination of the Securities Purchase Agreement and full, final and indefeasible payment of all Obligations of each of the Company Parties thereunder. Upon a Company Party's request, the Purchaser shall within a reasonable time after any such termination execute and deliver to such Company Party (at such Company Party's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 3rd day of December, 1999.

THE COMPANY PARTIES:

SIMULA, INC., an Arizona corporation

By: James C Odeh
Title: EUP-CFO

By: Nora A Harden
Title: asst sec

SIMULA SAFETY SYSTEMS, INC., an Arizona corporation

By: James C Odeh
Title: EUP CFO

By: Nora A Harden
Title: asst sec

SIMULA TRANSPORTATION EQUIPMENT CORPORATION, an Arizona corporation

By: James C Odeh
Title: EUP CFO

By: Nora A Harden
Title: asst sec

AIRLINE INTERIORS, INC., an Arizona corporation

By: James C Odeh
Title: EUP-CFO

By: Nora A Harden
Title: asst sec

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 12-31-99, before me, Marion L. Sadler personally appeared James Charles Dodd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marion L. Sadler



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 12-31-99, before me, Marion L. Sadler personally appeared James Charles Dodd, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marion L. Sadler



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 12-31-99, before me, Marion L. Sadler personally appeared Pura Teresa Hardon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marion L. Sadler



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

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WITNESS my hand and official seal.

Signature Marion L. Sadler



ARTCRAFT INDUSTRIES CORP., an Arizona corporation

By: James C. Padd
Title: EVP-CFO

By: Asa A. Harden
Title: Asst Sec

SIMULA COMPOSITES CORPORATION, a Delaware corporation

By: James C. Padd
Title: EVP-CFO

By: Asa A. Harden
Title: Asst. Sec

SIMULA AUTOMOTIVE SAFETY DEVICES, INC., an Arizona corporation

By: James C. Padd
Title: EVP-CFO

By: Asa A. Harden
Title: Asst Sec

SIMULA TECHNOLOGIES, INC., an Arizona corporation

By: James C. Padd
Title: EVP-CFO

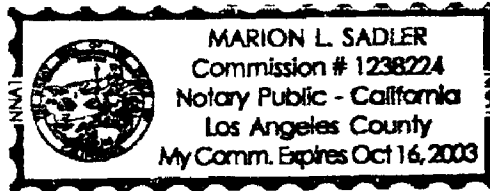
By: Asa A. Harden
Title: Asst Sec

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

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WITNESS my hand and official seal.

Signature Marion L. Sadler



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

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WITNESS my hand and official seal.

Signature Marion L. Sadler



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 12-31-99, before me, Marion L. Sadler personally appeared Pera Irene Hardon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marion L. Sadler



STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

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WITNESS my hand and official seal.

Signature Marion L. Sadler



INTERNATIONAL CENTER FOR SAFETY
EDUCATION, INC., an Arizona corporation

By: James C. Oude
Title: EPP-CFO

By: Nora G. Harden
Title: Asst Sec

SIMULA POLYMER SYSTEMS, INC., an Arizona
corporation

By: James C. Oude
Title: EUP-CFO

By: Nora G. Harden
Title: asst Sec

CCEC CAPITAL CORP., an Arizona corporation

By: James C. Oude
Title: EUP-CFO

By: Nora G. Harden
Title: asst Sec

SIMULA AUTOMOTIVE SAFETY DEVICES
LIMITED, a company organized and existing under
the laws of the United Kingdom

By: James C. Oude
Title: EUP-CFO

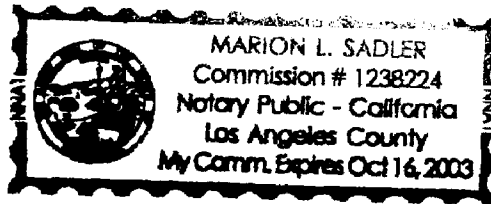
By: Nora G. Harden
Title: asst Sec

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 12-31-99, before me, Marion L. Sadler personally appeared James Charles Wold, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marion L. Sadler

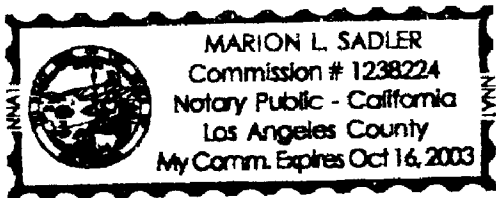


STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

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WITNESS my hand and official seal.

Signature Marion L. Sadler

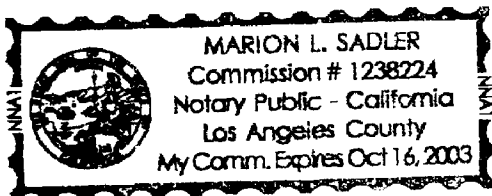


STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On 12-31-99, before me, Marion L. Sadler personally appeared Sara Irene Sadler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marion L. Sadler

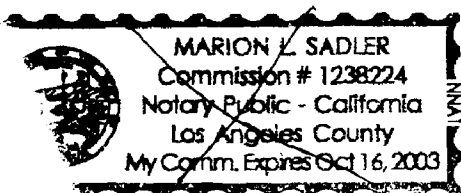


STATE OF CALIFORNIA)
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COUNTY OF LOS ANGELES)

On 12-31-99, before me, Marion L. Sadler personally appeared Sara Irene Sadler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Marion L. Sadler



ACCEPTED AND AGREED:

PURCHASER

LEVINE LEICHTMAN CAPITAL PARTNERS II, L.P.,
a California limited partnership

By: LLCP California Equity Partners II, L.P., a
California limited partnership, its General Partner

By: Levine Leichtman Capital Partners, Inc., a
California corporation, its General Partner

By: 

Arthur E. Levine
President