

08-04-2003

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102514832

To the Honorable Commissioner of Patent:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Congress Financial Corporation

7-29-03

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership

Other Release of Security Interest in Trademarks

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution date: July 25, 2003

2. Name and address of receiving party(ies):

Name: Breed Automotive Technology, Inc.

Internal Address: _____

Street Address: 7000 Nineteen Mile Road

City: Sterling Heights State: Michigan Zip: 48314

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

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

A. Trademark Application No.(s)
75/573284 and others on Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

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

Name: Dale Nissenbaum

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

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

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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

July 29, 2003
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/01/2003 6TOM11 00000106 230800 75573284

01 FC:8521 40.00 DA
02 FC:8522 225.00 DA

SCHEDULE I

TOPS	75/573284
BREED	2,287,248
BREED & Design	2,298,828
BREED	2,291,513
SYSTEM 3	75/414605
TOP SYSTEM	75/241828
THE BIG UNIT	2,278,248
Man w/Air Bag (Design)	1,792,155
Man w/Air Bag (Design)	1,780,826
MOMO & Design	1,742,790

RELEASE OF SECURITY INTEREST IN TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation, in its capacity as collateral agent ("Secured Party"), having an office at 777 Brickell Avenue, Miami Florida 33131, DOES HEREBY CERTIFY that the security interests it holds in the right, title and interest to all of the trademarks and trademark applications, together with the goodwill of the business symbolized thereby, of BREED AUTOMOTIVE TECHNOLOGY, INC., a Delaware corporation ("Debtor"), having a place of business at 7000 Nineteen Mile Road, Sterling Heights, Michigan 48314, pursuant to a certain Trademark Collateral Assignment and Security Agreement, dated as of December 26, 2000, by and between Secured Party and Debtor (as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement"), are released and all interests in such property previously assigned to Secured Party under the Trademark Security Agreement are hereby reassigned to Debtor, without recourse or representation or warranty, express or implied, of any kind.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the 25 day of July, 2003.

CONGRESS FINANCIAL CORPORATION
(FLORIDA), as Collateral Agent

By:

Title:

Sworn to before me this 25th day
of July, 2003.


Notary Public

