

2/18/05

02-25-2005

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Key Plastics L.L.C.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Michigan Limited Liability Company

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

2. Name and address of receiving party(ies)  
Name: Citicorp USA, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 388 Greenwich Street, 19th Fl.  
City: New York State: NY Zip: 10013

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Corporation  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: June 29, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
See Schedule I attached hereto and made a part hereof.

B. Trademark Registration No.(s)  
See Schedule I attached hereto and made a part hereof.

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Eileen R. Skuse, Esq.  
Internal Address: \_\_\_\_\_  
Street Address: c/o Linklaters  
1345 Avenue of the Americas, 19th Floor  
City: New York State: NY Zip: 10105

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00  
~~100.00~~

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.*

Eileen R. Skuse, Esq.      \_\_\_\_\_      February 14, 2005  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 1

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

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PTO:SC

TRADEMARK  
REEL: 003123 FRAME: 0964

# ATTACHMENT TO TRADEMARK COVER SHEET

## List of Additional Names of Conveying and Receiving Parties

### Additional Names of Conveying Parties

1. KAC Acquisition Company, a Delaware corporation
2. Key Safety Systems, Inc., a Delaware corporation
3. KSS Acquisition Company, a Delaware corporation
4. Aegis Key Corp., a Delaware corporation
5. Breed Automotive Technology, Inc., a Delaware corporation
6. Hamlin, Incorporated, a Delaware corporation
7. Key Asian Holdings, Inc., a Delaware corporation
8. Key Automotive Accessories, Inc., a Delaware corporation
9. Key Automotive of Florida, Inc., a Florida corporation
10. Key Automotive West, Inc., a Delaware corporation
11. Key Electronics of Nevada, Inc., a Nevada corporation
12. Key International Manufacturing Development Corporation, a Delaware corporation
13. Key Safety Restraint Systems, Inc., a Michigan corporation
14. Key Safety Systems Foreign Holdco, LLC, a Delaware corporation
15. Key Safety Systems of Texas, Inc., a Texas corporation
16. Capital Air Services, Inc., a Delaware corporation
17. Key Acco LLC, a Michigan limited liability company
18. Key Mexico A, L.L.C., a Michigan limited liability company
19. Key Mexico B, L.L.C., a Michigan limited liability company
20. Key Cayman GP LLC, a Delaware limited liability company
21. Key Automotive, L.P., a Delaware limited partnership

**ATTACHMENT TO TRADEMARK COVER SHEET**

**List of Additional Names of Conveying and Receiving Parties**

22. Hamlin Electronics Limited Partnership, a Wisconsin limited partnership

**Additional Name and Address of Receiving Party**

Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.,  
as collateral agent for the Term C Loan Lenders  
222 North LaSalle Street, 16<sup>th</sup> Floor  
Chicago, Illinois 60601

**SCHEDULE I  
TRADEMARKS**

Grantor: Key Safety Systems, Inc. (f/k/a Breed Technologies, Inc.)

<b>Trademark</b>	<b>Registration/Application No.</b>
BREED	2,287,248
BREED & design	2,298,828
BREED	2,291,513
TOP SYSTEM	75-241,828
Man w/Air Bag (design)	1,792,155
Man w/Air Bag (design)	1,780,826
HAMLIN	1,585,397

Grantor: Key Plastics L.L.C.

<b>Trademark</b>	<b>Registration/Application No.</b>
INTELLITOUCH	78-222,418

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of June 29, 2004, by Key Plastics L.L.C., a Michigan limited liability company ("*Key Plastics*"), KAC Acquisition Company, a Delaware Corporation ("*KAC Holdings*"), Key Safety Systems, Inc., a Delaware Corporation ("*Key Safety*") and together with Key Plastic the "*Borrowers*", KSS Acquisition Company, a Delaware corporation ("*KSS Holdings*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.12 (Additional Grantors)* of the Pledge and Security Agreement as defined below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*CUSA*"), as collateral agent for the Revolving and Term B Secured Parties (as defined in the Credit Agreement (as defined below)) (in such capacity, the "*Administrative Agent*") and in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. ("*Merrill*"), as collateral agent for the Term C Loan Lenders (as defined in the Credit Agreement) (in such capacity, the "*Term C Loan Collateral Agent*").

## WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of June 29, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Key Plastics, KAC Holdings, Key Safety, KSS Holdings, the Lenders and Issuers party thereto, CUSA, as administrative agent for the Lenders and Issuers and as collateral agent for the Revolving and Term B Secured Parties, Merrill, as syndication agent for the Lenders and Issuers, and as collateral agent for the Term C Secured Parties, and Citigroup Global Markets Inc. and Merrill, as joint lead arrangers and joint bookrunners, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Second Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Pledge and Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agent and the Term C Loan Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Revolving and Term B Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Revolving and Term B Secured Parties, and grants to the Administrative Agent for the benefit of the Revolving and Term B Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral of such Grantor. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Term C Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Term C Loan Collateral Agent for the benefit of the Term C Secured Parties, and grants to the Term C Loan Collateral Agent for the benefit of the Term C Secured Parties a lien on and

TRADEMARK SECURITY AGREEMENT

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security interest in, all of its right, title and interest in, to and under the Trademark Collateral of such Grantor. For purposes of the grants set forth herein, "*Trademark Collateral*" means:

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

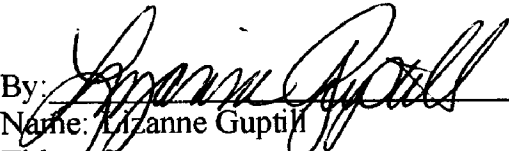
**SECTION 3. Pledge and Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent and the Term C Loan Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Term C Loan Collateral Agent with respect to the security interests granted to them in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

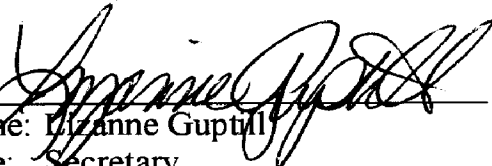
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

KEY PLASTICS L.L.C.

By:   
Name: Lizanne Gupta  
Title: Secretary

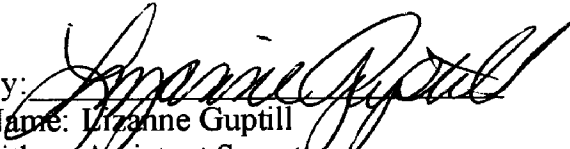
KEY SAFETY SYSTEMS, INC.

By:   
Name: Lizanne Gupta  
Title: Secretary

*TRADEMARK SECURITY AGREEMENT*



KAC ACQUISITION COMPANY

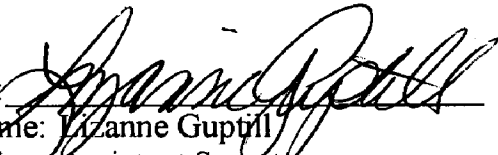
By:   
Name: Lizanne Guptill  
Title: Assistant Secretary

*TRADEMARK SECURITY AGREEMENT*

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**TRADEMARK**  
**REEL: 003123 FRAME: 0972**

KSS ACQUISITION COMPANY


By:   
Name: Lizanne Guptill  
Title: Assistant Secretary

*TRADEMARK SECURITY AGREEMENT*

TI-2141859

**TRADEMARK**  
**REEL: 003123 FRAME: 0973**

AEGIS KEY CORP.  
BREED AUTOMOTIVE TECHNOLOGY, INC.  
HAMLIN, INCORPORATED  
KEY ASIAN HOLDINGS, INC.  
KEY AUTOMOTIVE ACCESSORIES, INC.  
KEY AUTOMOTIVE OF FLORIDA, INC.  
KEY AUTOMOTIVE WEST, INC.  
KEY ELECTRONICS OF NEVADA, INC.  
KEY INTERNATIONAL MANUFACTURING  
DEVELOPMENT CORPORATION  
KEY SAFETY RESTRAINT SYSTEMS, INC.  
KEY SAFETY SYSTEMS FOREIGN HOLDCO, LLC  
KEY SAFETY SYSTEMS OF TEXAS, INC.

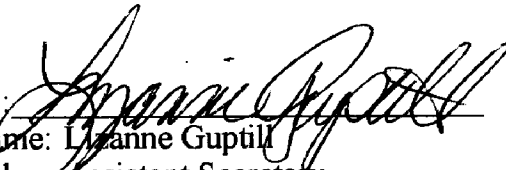
By:   
Name: Lizanne Guptill  
Title: Secretary

TRADEMARK SECURITY AGREEMENT

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TRADEMARK  
REEL: 003123 FRAME: 0974

CAPITAL AIR SERVICES, INC.  
KEY ACCO LLC

By:   
Name: Lianne Gupta  
Title: Assistant Secretary

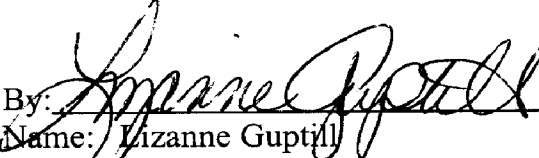
*TRADEMARK SECURITY AGREEMENT*

NYI-2141859

**TRADEMARK**  
**REEL: 003123 FRAME: 0975**

KEY MEXICO A, L.L.C.  
KEY MEXICO B, L.L.C.

By: KEY PLASTICS L.L.C., its managing member


By:   
Name: Lizanne Guptill  
Title: Secretary

*TRADEMARK SECURITY AGREEMENT*

NYI-2141859

**TRADEMARK**  
**REEL: 003123 FRAME: 0976**

KEY CAYMAN GP LLC

By:   
Name: Lizanne Guphill  
Title: Secretary

TRADEMARK SECURITY AGREEMENT

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TRADEMARK  
REEL: 003123 FRAME: 0977

KEY AUTOMOTIVE, L.P.

By: KEY SAFETY SYSTEMS OF TEXAS, INC., its  
general partner

By:   
Name: Lizanne Guptill  
Title: Secretary

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TRADEMARK  
REEL: 003123 FRAME: 0978

HAMLIN ELECTRONICS LIMITED PARTNERSHIP

By: HAMLIN, INCORPORATED, its general partner

By:   
Name: Lizanne Gupta  
Title: Secretary

TRADEMARK SECURITY AGREEMENT

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TRADEMARK  
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ACCEPTED AND AGREED

CITICORP USA, INC., *as Administrative Agent*

By:  \_\_\_\_\_

Name: Thomas Halsch

Title: Vice President

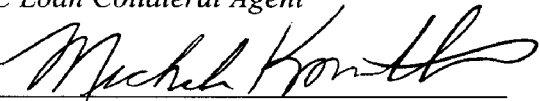
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*TRADEMARK SECURITY AGREEMENT*

**TRADEMARK**  
**REEL: 003123 FRAME: 0980**

MERRILL LYNCH CAPITAL, a DIVISION OF  
MERRILL LYNCH BUSINESS FINANCIAL  
SERVICES INC., as

*Term C Loan Collateral Agent*

By: 

Name: Michele Kovatchis

Title: Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Mark Reg. No. Date

2. TRADEMARK APPLICATIONS

3. TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement