

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NARRICOT INDUSTRIES, L.P.		12/08/2006	LIMITED PARTNERSHIP:

## RECEIVING PARTY DATA

Name:	GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent
Street Address:	c/o Goldman Sachs International
Internal Address:	Petershill, 1 Carter Lane
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4V 5ER
Entity Type:	LIMITED PARTNERSHIP:

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2342500	
Registration Number:	2361352	MULTIFUNCTION-RIBGLIDE
Registration Number:	2351301	PERFORMA III

## CORRESPONDENCE DATA

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 714-540-1235

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: Latham &amp; Watkins LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

022411-0711

## DOMESTIC REPRESENTATIVE

900065533

TRADEMARK  
REEL: 003450 FRAME: 0899

OP \$90.00 2342500

Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:

Kristin J. Azcona

Signature:

/kristinazcona/

Date:

12/27/2006

**Total Attachments: 10**

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**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Lien Intellectual Property Security Agreement, dated as of December 8, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Administrative and Security Agent for the Secured Parties (in such capacity, as "Collateral Agent") (as defined in the Credit Agreement referred to below).

WHEREAS, **BST SAFETY TEXTILES ACQUISITION GMBH**, and certain subsidiaries have entered into that certain Term and Revolving Facilities Agreement, dated as of December 8, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto, **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as Mandated Lead Arranger, Priority Agent and Security Agent and **UBS SECURITIES LLC**, as Mandated Lead Arranger, and **UBS AG, STAMFORD BRANCH**, as Second Lien Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Company under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Security Agreement, dated as of December 8, 2006, (as amended, supplemented, replaced or otherwise modified from time to time, the "Security Agreement").

WHEREAS, in order to set forth their respective rights and remedies with respect to the Collateral, the First Lien Administrative Agent and the Second Lien Administrative Agent are concurrently entering into the Intercreditor Deed dated even date hereto, by and among the **BST US Holdings, Inc.**, **Goldman Sachs Credit Partners L.P.**, **UBS AG, Stamford Branch**, the Original Lenders, the Original Obligors and other Lenders and Hedge Counterparties from time to time party thereto, (as amended and restated, the "Intercreditor Deed").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a second lien security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the benefit of the Second Lien Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities. Capitalized terms used and not defined herein have the meanings assigned to such terms in the Security Agreement and the Intercreditor Deed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

**SECTION 1. Grant of Security.**

(a) Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor (the "**Secured Obligations**"), hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent a security interest in and continuing lien on all of its right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or

arising and wherever located (all of which being hereinafter collectively referred to as the "Intellectual Property Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, each registration and application identified in Schedule 1 attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement or dilution of any of the foregoing or for any injury to the related goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; provided, however, that the Intellectual Property Collateral shall not include any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act;

all patents, patent applications and patentable inventions, including, without limitation, all United States and foreign patents and certificates of invention, patentable inventions, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application identified in Schedule 2 attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) the right to sue or otherwise recover for past, present and future infringements thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

all copyrights, including without limitation all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered and whether or not the underlying works of authorship have been published, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, each registration and application identified in Schedule 3 attached hereto, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;

all Trademark Licenses, Patent Licenses and Copyright Licenses, including, without limitation, those listed on Schedule 4 hereto (collectively, the **"Intellectual Property Licenses"**); provided, however, that the Intellectual Property Collateral shall not include any Intellectual Property License if and for so long as the grant of a security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default thereunder (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided further, however, that the Intellectual Property Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Intellectual Property License that does not result in any of the consequences specified in (i) or (ii) above; and

any and all proceeds of the foregoing.

provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on, any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

(b) The security interest in and lien on the Collateral granted to the Collateral Agent in Section 1(A) above is distinct from and secures different obligations than the lien granted to the Collateral Agent for the benefit of the Priority Secured Parties under that certain First Lien Intellectual Property Security Agreement dated as of even date herewith, as amended, restated, supplemented or otherwise modified from time to time.

(c) Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to this Intellectual Property Security Agreement shall, prior to the Priority Discharge Date, be subject and subordinate (pursuant to the terms and conditions of the Intercreditor Deed) to the Liens granted to the Collateral Agent, acting at the direction of the First Lien Administrative Agent and for the benefit of the Priority Secured Parties, to secure the "Secured Obligations" pursuant to and as defined in the First Lien Security Agreement. Notwithstanding anything herein to the contrary, the Liens and security interest granted pursuant to this Intellectual Property Security Agreement to the Collateral Agent, acting at the direction of the Second Lien Administrative Agent and for the benefit of the Secured Parties, and the exercise of any right or remedy by the Collateral Agent in such capacity, shall be subject in all instances to the provisions of the Intercreditor Deed.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER

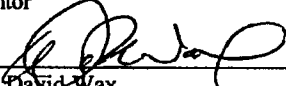
SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Agreement or the Credit Agreement, the provisions of the Agreement or the Credit Agreement shall govern.

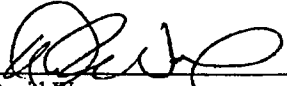
*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


BST US HOLDINGS, INC.,  
as Grantor

By:   
Name: David Wax  
Title: Vice President and Secretary


NARRICOT INDUSTRIES MANAGEMENT  
CORP.,  
as Grantor

By:   
Name: David Wax  
Title: Vice President

NARRICOT INDUSTRIES, L.P.,  
acting by its general partner  
NARRICOT INDUSTRIES  
MANAGEMENT CORP.,  
as Grantor

By:   
Name: David Wax  
Title: Vice President

BST SAFETY TEXTILES, LLC,  
as Grantor

By:   
Name: David Wax  
Title: Vice President

**BST SAFETY TEXTILES GMBH**  
as Grantor

By: \_\_\_\_\_  
Name: Hans Albert Graefe  
Title: Managing Director

By: \_\_\_\_\_  
Name: : Frank Coehring      Georg Smith - Jensen  
Title: Managing Director



## TRADEMARKS

<u>Grantor</u>	<u>Title</u>	<u>Registration Date</u>	<u>Application/ Registration No.</u>
Narricot Industries, L.P.	(design only)	April 18, 2000	2342500
Narricot Industries, L.P.	MULTIFUNCTION- RIBGLIDE	June 27, 2000	2361352
Narricot Industries, L.P.	PERFORMA III	May 23, 2000	2351301
BST Safety Textiles GmbH	(design only)	Pending. Application No. 79009268 July 20, 2004	

## PATENTS

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Application/ Registration No.</u>
Narricot Industries, L.P.	Seatbelt Webbing	3/13/2001	6199597
Narricot Industries, L.P.	Weft Yarn Selection Mechanism & Methods for Weaving SB Webbing	9/5/2000	6112775
Narricot Industries, L.P.	Shock Absorbing Webbing	7/11/2000	6085802
Narricot Industries, L.P.	Heat Resistant – Wear Resistant Industrial Textile (tuff temp)	12/8/1981	4304811
BST Safety Textiles GmbH	Method for producing woven fabrics	3/15/2005	6866068
BST Safety Textiles GmbH	Method for weaving an airbag	4/26/2005	6883557
BST Safety Textiles GmbH	Method for fabricating wovens	7/19/2005	6918410
BST Safety Textiles GmbH	Method for producing airbags	8/23/2005	6932120
BST Safety Textiles GmbH	Fabrication of air bag fabric	2/7/2006	6994125

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None.

INTELLECTUAL PROPERTY LICENSES

None.