

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Key Safety Systems, Inc		03/08/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citicorp USA, Inc.		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75430218	BREED	
<b>Serial Number:</b>	75418000	BREED	
<b>Serial Number:</b>	73774699	HAMLIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	julio.gurdian@weil.com, phyllis.depaola@weil.com		
<b>Correspondent Name:</b>	Weil, Gotshal & Manges c/o Julio Gurdian		
<b>Address Line 1:</b>	767 5th Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	35899.0343		
<b>NAME OF SUBMITTER:</b>	Julio C Gurdian		
<b>Signature:</b>	/Julio C Gurdian/		

CH \$90.00 75430218

Date:

05/15/2007

**Total Attachments: 12**

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## SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of March 8, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”), in favor of Citicorp USA, Inc. (“CUSA”), as agent for the Secured Parties (as defined in the applicable Credit Agreement referred to below) (in such capacity, the “Collateral Agent”).

**Witnesseth:**

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of March 8, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*First Lien Credit Agreement*”), among Key Safety Systems, Inc. (the “Borrower”), the Lenders and Issuers party thereto and CUSA, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 8, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Second Lien Credit Agreement*”), among Key Safety Systems, Inc. (the “Borrower”), the Lenders and Issuers party thereto and CUSA, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the First Lien Obligations and Second Lien Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the “*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 and the Collateral Agent to enter into the Credit Agreements and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein have the meaning given to them in the Credit Agreements or the Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral**

Each Grantor, (a) as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the First Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the First Lien Secured Parties, and grants to the Collateral Agent for the

benefit of the First Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor and (b) as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Second Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Second Lien Secured Parties, and grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of the Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed, but only until such statement is filed) owned by such Grantor, including, without limitation, those referred to on *Schedule I* hereto;

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

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

### ***Section 3. Security Agreement***

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

[SIGNATURE PAGES FOLLOW]

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

KEY SAFETY SYSTEMS, INC.,  
*as Grantor*

By: Kathi L. Askins  
Name:  
Title:

KSS HOLDINGS, INC.,  
*as Grantor*

By: Kathi L. Askins  
Name:  
Title:

KSS ACQUISITION COMPANY,  
*as Grantor*

By: Kathi L. Askins  
Name: Kathi L. ASKINS  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AEGIS KEY CORP.,  
*as Grantor*

By: Kathi L. Askins  
Name: Kathi L. Askins  
Title:

BREED AUTOMOTIVE TECHNOLOGY,  
INC.,  
*as Grantor*

By: Kathi L. Askins  
Name:  
Title:

HAMLIN, INCORPORATED,  
*as Grantor*

By: Kathi L. Askins  
Name:  
Title:

KEY ASIAN HOLDINGS, INC.,  
*as Grantor*

By: Kathi L. Askins  
Name:  
Title:

KEY AUTOMOTIVE ACCESSORIES, INC.,  
*as Grantor*

By: Kathi L. Askins  
Name: Kathi L. Askins  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

KEY AUTOMOTIVE OF FLORIDA, INC.,  
*as Grantor*

By: Kathi L Askins  
Name:  
Title:

KEY AUTOMOTIVE WEST, INC.,  
*as Grantor*

By: Kathi L Askins  
Name:  
Title:

KEY AUTOMOTIVE, L.P.,  
by Key Safety Systems of Texas, Inc., its  
general partner  
*as Grantor*

By: Kathi L Askins  
Name:  
Title:

KEY CAYMAN GP LLC,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

KEY CAYMAN II GP LLC,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

KEY AUTOMOTIVE OF FLORIDA, INC.,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

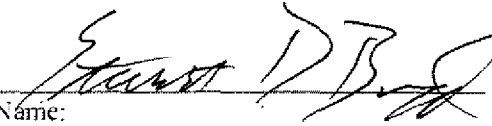
KEY AUTOMOTIVE WEST, INC.,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

KEY AUTOMOTIVE, L.P.,  
by Key Safety Systems of Texas, Inc., its  
general partner  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

KEY CAYMAN GP LLC.  
*as Grantor*

By:  \_\_\_\_\_  
Name:  
Title:

KEY CAYMAN II GP LLC,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:



KEY ELECTRONICS OF NEVADA, INC.,  
*as Grantor*

By: Kathi L. Askins  
Name:  
Title:

HAMLIN ELECTRONICS LIMITED  
PARTNERSHIP  
by Hamlin, Incorporated, its general partner  
*as Grantor*

By: Kathi L. Askins  
Name:  
Title:

KEY INTERNATIONAL MANUFACTURING  
DEVELOPMENT CORPORATION,  
*as Grantor*

By: Kathi L. Askins  
Name:  
Title:

KEY SAFETY SYSTEMS FOREIGN  
HOLDCO, LLC,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

KEY SAFETY RESTRAINT SYSTEMS, INC.,  
*as Grantor*

By: Kathi L. Askins  
Name: Kathi L. Askins  
Title: Treasurer

KEY ELECTRONICS OF NEVADA, INC.,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

HAMLIN ELECTRONICS LIMITED  
PARTNERSHIP  
by Hamlin, Incorporated, its general partner  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

KEY INTERNATIONAL MANUFACTURING  
DEVELOPMENT CORPORATION,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

KEY SAFETY SYSTEMS FOREIGN  
HOLDCO, LLC,  
*as Grantor*

By:  \_\_\_\_\_  
Name:  
Title:

KEY SAFETY RESTRAINT SYSTEMS, INC.,  
*as Grantor*

By: \_\_\_\_\_  
Name:  
Title:

KEY SAFETY SYSTEMS OF TEXAS, INC.,  
as Grantor

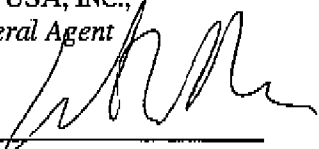
By: Kathi L. Askins  
Name: Kathi L. Askins  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003542 FRAME: 0244

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP USA, INC.,  
*as Collateral Agent*

By: 

Name:

Title:

Svetoslav Nikov  
Vice President

**Schedule I**  
**to**  
**Trademark Security Agreement**

*Trademark Registrations*

- A. U.S. REGISTERED TRADEMARKS
- B. U.S. TRADEMARK APPLICATIONS

**Schedule I  
to  
Trademark Security Agreement**

*Trademark Registrations*

**A. U.S. REGISTERED TRADEMARKS**

Docket Number	Ctry	Types	Status	Cur App Dt	Current Application	Cur Reg Dt	Current Registration	Renewal	Expiration
TM-0026-04 Attorney: Mark: BREED	USA	Registered		2/16/1998	75/430,218 Agent: STANDLEY	10/19/1999	2287248	10/19/2009	10/19/2009
		Owner: BTI							Class & Type: IN 12 Goods: Airbags, sensors, diagnostic modules and accelerometers
TM0026-05 Attorney: Mark: BREED	USA	Registered		1/14/1998	75/418,000 Agent: STANDLEY	11/9/1999	2291513	11/9/2009	11/9/2009
		Owner: BTI							Class & Type: IN 12 Goods: Vehicles; Apparatus for Locomotion by Land, Air or Water.
TM0028-06 Attorney: Mark: HAMLIN	USA	Registered		1/17/1989	73/774,699 Agent: LATHROP	3/6/190	1,585,397	3/6/2010	3/6/2010
		Owner: BTI							Class & Type: IN 9 Goods: Scientific, Nautical, Surveying, Electric, Photographic,

**B. U.S. TRADEMARK APPLICATIONS**

[None.]