TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AmSafe, Inc.		10/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	201 3rd Street, 8th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1589875	16G
Registration Number:	2740758	AMSAFE
Registration Number:	1544326	AM-SAFE
Registration Number:	2798629	AMSAFE
Registration Number:	2880669	
Registration Number:	2742840	AAIR
Registration Number:	2672741	AAIR--AM-SAFE AVIATION INFLATABLE RESTRAINT
Registration Number:	3048341	

OP $215.00 1589875

CORRESPONDENCE DATA

Fax Number: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-251-5117
Email: jmull@stblaw.com
Correspondent Name: Marcela Robledo
Address Line 1: 2550 Hanover Street

Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	071445/0007
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	12/11/2007

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 26, 2007, is made by AMSAFE, INC., a Delaware Corporation, located at 1043 North 47th Ave., Phoenix, Arizona 85043 (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AP GLOBAL HOLDINGS, INC., a Delaware Corporation, AP GLOBAL ACQUISITION CORP., a Delaware Corporation (the "Borrower"), OAK HILL ADVISORS, L.P., as Syndication Agent and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of October 26, 2007, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

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SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMSAFE, INC.,

By: _____
Name: Terence W. Lyons
Title: Vice President, Chief Financial Officer and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent for the Lenders

By: _____
Name:
Title:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AMSAFE, INC.,

By:_____
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent for the Lenders

By:_____
Name: Elizabeth M. Hagan
Title: Asst. Vice President

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SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
16G	Registration No. – 1,589,875
AMSAFE	Registration No. – 2,740,758
AM-SAFE [& Design]	Registration No. – 1,544,326
AMSAFE [Stylized]	Registration No. – 2,798,629
[Design Only]	Registration No. – 2,880,669
AAIR	Registration No. – 2,742,840
AAIR – AM-SAFE AVIATION INFLATABLE RESTRAINT	Registration No. – 2,672,741
[Design Only]	Registration No. – 3,048,341