

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust (London) Limited		03/30/2010	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Safety Technology Security Agent, Inc.
Street Address:	6250 North River Road, Suite 10-100
Internal Address:	c/o Wynnchurch Capital, Ltd
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78289675	IDUMMY
Registration Number:	3192509	ITROLLEY
Registration Number:	3192508	IVEHICLE
Registration Number:	3201118	IDUMMY
Registration Number:	3201121	IWALL
Registration Number:	3217103	I CRASH TECHNOLOGY
Registration Number:	2869787	SIDIIS
Registration Number:	2889210	ES-2
Registration Number:	2889211	EUROSID-2

CORRESPONDENCE DATA

Fax Number: (206)359-9000
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900160387

**TRADEMARK
 REEL: 004191 FRAME: 0491**

CH \$240.00 78289675

Phone: 206-359-8000
Email: pctrademarks@perkinscoie.com
Correspondent Name: Grace Han Stanton of Perkins Coie LLP
Address Line 1: 1201 Third Avenue, Suite 4800
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	74045-0065
NAME OF SUBMITTER:	Grace Han Stanton
Signature:	/Grace Han Stanton/
Date:	04/23/2010

Total Attachments: 20

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DATED: 30 March 2010

(1) FTSA HOLDINGS LIMITED

(as FTSA)

(2) WILMINGTON TRUST (LONDON) LIMITED

(as the Retiring Security Trustee)

(3) WILMINGTON TRUST (LONDON) LIMITED

(as Retiring Senior Facility Agent)

(4) SAFETY TECHNOLOGY SECURITY AGENT, INC.

(as Successor Security Trustee)

(5) SAFETY TECHNOLOGY SECURITY AGENT, INC.

(as Successor Senior Facility Agent)

(6) SAFETY TECHNOLOGY DEBT HOLDINGS, INC.

(as the Senior Lender)

(7) SAFETY TECHNOLOGY DEBT HOLDINGS, INC.

(as the Mezzanine Lender)

-and-

(8) SAFETY TECHNOLOGY DEBT HOLDINGS, INC.

(as the Mezzanine Facility Agent)

**DEED OF RESIGNATION
AND APPOINTMENT OF
SECURITY TRUSTEE AND
SENIOR FACILITY AGENT**

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THIS DEED is made on **30** March 2010

BETWEEN:

- (1) **FTSA HOLDINGS LIMITED ("FTSA");**
- (2) **WILMINGTON TRUST (LONDON) LIMITED** (as the "**Retiring Security Trustee**");
- (3) **WILMINGTON TRUST (LONDON) LIMITED** (as the "**Retiring Senior Facility Agent**");
- (4) **SAFETY TECHNOLOGY SECURITY AGENT, INC.** (as the "**Successor Security Trustee**");
- (5) **SAFETY TECHNOLOGY SECURITY AGENT, INC.** (as the "**Successor Senior Facility Agent**");
- (6) **SAFETY TECHNOLOGY DEBT HOLDINGS, INC.** (as the "**Senior Lender**");
- (7) **SAFETY TECHNOLOGY DEBT HOLDINGS, INC.** (as the "**Mezzanine Lender**"); and
- (8) **SAFETY TECHNOLOGY DEBT HOLDINGS, INC.** (as the "**Mezzanine Facility Agent**").

WHEREAS:

- (A) Pursuant to the intercreditor agreement dated 10 August 2006 made between, inter alios, (1) CIT Capital Finance (UK) Limited as Security Trustee and Senior Facility Agent; (2) the Senior Lender; (3) CIT Bank Limited as Senior Issuing Bank; (4) the Mezzanine Lender; (5) the Investors (as set out therein); (6) FTSA (as Newco) and (7) the subsidiaries of FTSA (as set out therein) as amended by an amendment letter dated 10 July 2007 and as may be further amended, supplemented, restated and/or novated from time to time ("**Intercreditor Deed**") and the deed of resignation and appointment of security trustee and senior facility agent dated 18 December 2009 made between FTSA, CIT Capital Finance (UK) Limited as retiring security trustee and retiring senior facility agent, the Retiring Security Trustee, the Retiring Senior Facility Agent and the Senior Lender (the "**Deed of Resignation and Appointment**"), the Retiring Security Trustee holds the benefit of the Trust Property on trust for itself and the other Beneficiaries.
- (B) Pursuant to the Deed of Resignation and Appointment the Retiring Senior Facility Agent was appointed as "Agent" for the Finance Parties under and as defined in the Senior Facilities Agreement.

- (C) Pursuant to clause 32.18.3 (*Additional Trustees*) of the Intercreditor Deed, the Retiring Senior Facility Agent (acting on the instruction of the Senior Lender) requires that the Retiring Security Trustee retire as, and the Successor Security Trustee be appointed as, the Security Trustee to hold the Trust Property on behalf of itself and the other Beneficiaries.
- (D) Pursuant to clauses 31.11 (*Resignation of Agent*) of the Senior Facilities Agreement, the Senior Lender requires that the Retiring Senior Facility Agent retire as, and the Successor Senior Facility Agent be appointed as the Senior Facility Agent to act as Agent (as defined in the Senior Facilities Agreement) under and in connection with the Finance Documents (as defined in the Senior Facilities Agreement).
- (E) The Parties enter into this Deed in order to effect the resignation of (i) the Retiring Security Trustee as Security Trustee (ii) the Retiring Senior Facility Agent as Senior Facility Agent and (iii) the appointment by the Senior Lender of (A) the Successor Security Trustee as Security Trustee and (B) the Successor Senior Facility Agent as Senior Facility Agent.
- (F) It is intended that this document takes effect as a deed notwithstanding that a Party may only execute it under hand.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined in or by reference to the Intercreditor Deed shall, unless the contrary intention appears, have the same meanings when used in this Deed (including the recitals).

1.2 In this Deed,

"Claim" means any action, proceeding, claim or demand of any kind (actual or contingent) which may be brought or made against any of the Retiring Security Trustee and/or the Retiring Senior Facility Agent; and

"Loss" means any loss, damage, award, cost, fee, charge, penalty or expense (including but not limited to legal and/or professional costs fees and expenses) which the Retiring Security Trustee and/or the Retiring Senior Facility Agent have incurred or sustained or may, directly or indirectly, incur or sustain.

1.3 **Third Party Rights**

1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Rights Act"**) to enforce or to enjoy the benefit of any term of this Deed.

1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this deed at any time.

2. IRREVOCABLE INSTRUCTION

With effect from the date of this Deed (the "Effective Deed") (which for the avoidance of doubt shall not have the same meaning as the date this Deed is executed):

- 2.1 the Senior Lender hereby irrevocably instructs the Retiring Senior Facility Agent in its capacity as Senior Facility Agent to require the Retiring Security Trustee to retire from its position of Security Trustee;
- 2.2 the Retiring Security Trustee waives any right under clause 32.18.3 of the Intercreditor Deed to receive 60 days' prior written notice from the Senior Facility Agent requiring it to so resign; and
- 2.3 the Senior Lender hereby irrevocably instructs the Retiring Senior Facility Agent to retire from its position of Senior Facility Agent.

3. RETIREMENT AND APPOINTMENT

- 3.1 With effect from the Effective Date, the parties to this Deed (the "**Parties**") agree to and acknowledge the following :
 - 3.1.1 the retirement, pursuant to clause 32.18.3 (*Additional Trustees*) of the Intercreditor Deed, of the Retiring Security Trustee from its position as Security Trustee under the Intercreditor Deed and the other Finance Documents and the release of any obligations as Security Trustee thereunder;
 - 3.1.2 the retirement of the Retiring Senior Facility Agent from its position as Senior Facility Agent pursuant to clauses 31.11 (*Resignation of Agent*) of the Senior Facilities Agreement and clause 30.9 (*Agent Resignation*) of the Intercreditor Deed and the release of any obligations as Senior Facility Agent under the Senior Facilities Agreement and the other Finance Documents;
 - 3.1.3 the appointment of the Successor Security Trustee, pursuant to clause 32.18.2 (*Additional Trustees*) of the Intercreditor Deed, to the position of Security Trustee under the Intercreditor Deed and the other Finance Documents;
 - 3.1.4 the appointment of the Successor Senior Facility Agent to the position of Senior Facility Agent under the Senior Facilities Agreement and the other Finance Documents;

3.1.5 the vesting in the Successor Security Trustee of all the benefit of the Trust Property, including, but not limited to, the Transaction Security Documents; and

3.1.6 subject to clauses 10.2 and 11 of this Deed, the Successor Security Trustee assuming all the rights and obligations of the Retiring Security Trustee under the Finance Documents,

3.1.7 subject to clauses 10.2 and 11 of this Deed, the Successor Senior Facility Agent assuming all the rights and obligations of the Retiring Senior Facility Agent under the Finance Documents,

and the Successor Security Trustee and the Successor Senior Facility Agent each consent to their appointment, the vesting of the benefit of the Trust Property and the assumption of all rights and obligations (as applicable) as set out in this clause 3.1.

3.2 To the extent that the benefit of any Trust Property (including, but not limited to the Transaction Security) does not vest in the Successor Security Trustee by virtue of clause 3.1 above, then the Retiring Security Trustee:

3.2.1 hereby assigns absolutely all of its right, title and interest in such Trust Property to the Successor Security Trustee to be held on the terms of the Intercreditor Deed;

3.2.2 hereby assigns absolutely to the Successor Security Trustee all of the rights, title, interests and benefits under the Intercreditor Deed and in particular clause 19.2 (*Parallel Debt (Covenant to pay the Security Trustee)*) of the Intercreditor Deed; and

3.2.3 undertakes to the Successor Security Trustee that, on request of the Successor Security Trustee, the Retiring Security Trustee shall, if required, be joined in any proceedings with the Successor Security Trustee to enforce the Transaction Security or shall take any steps necessary or desirable to enforce the Transaction Security in its name for and on behalf of the Successor Security Trustee and the Secured Parties;

PROVIDED that at all times the Retiring Security Trustee shall have no obligation to the Successor Security Trustee under clause 3.2.3 unless:

(a) the Retiring Security Trustee is satisfied (in its sole opinion) that any such action requested of the Retiring Security Trustee shall not be materially prejudicial to the interests of the Retiring Security Trustee in any capacity or in any manner whatsoever; and

(b) the Retiring Security Trustee is first indemnified and/or is provided with security to its satisfaction in respect of any Claim or Loss against it arising or which may arise out of or in connection with any of the undertakings in clause 3.2.3.

3.3 FTSA enters into this Deed to consent, acknowledge and agree to, subject to clauses 10.2 and 11 (*Liability of Retiring Security Trustee and Retiring Senior Facility Agent*):

3.3.1 the assignments under clause 3.2.1 and 3.2.2 of this Deed;

3.3.2 the assumption under clause 3.2.1 and 3.2.2 of this Deed by the Successor Security Trustee of all rights and obligations of the Retiring Security Trustee under and in relation to of the Trust Property, as from the date of this Deed; and

3.3.3 the assumption by the Successor Senior Facility Agent of all rights and obligations of the Retiring Senior Facility Agent under the Finance Documents, as from the date of this Deed.

3.4 For the avoidance of doubt, the Parties hereby acknowledge that the Successor Senior Facility Agent and the Senior Lender under the Senior Facilities Agreement, by their signature to this Deed, have each consented to the appointment of the Successor Security Trustee under the terms of this Deed.

4. FURTHER ASSURANCE

4.1 Without prejudice to any provision of the Finance Documents, each of the Parties shall, at the reasonable expense of FTSA (notwithstanding the provisions of clause 31.11(d) (*Resignation of the Agent*) of the Senior Facilities Agreement) as soon as reasonably practicable after the Effective Date, do all such things as may be reasonably necessary to give effect to the provisions of this Deed including, but without limitation, any transfer or assumption document, any registration or re-registration of any Transaction Security in the name of the Successor Security Trustee along with any filings and/or notifications in that regard.

4.2 The Retiring Senior Facility Agent and Retiring Security Trustee agree that they shall (at the cost and expense of FTSA) make available or deliver such documents or records and provide such assistance as the Successor Senior Facility Agent and Successor Security Trustee (as the case may be) may reasonably require and request after the Effective Date to the extent such information is:

4.2.1 not protected or restricted by any duty or obligation of confidentiality;

- 4.2.2 information that the Successor Senior Facility Agent and Successor Security Trustee cannot reasonably obtain independently; and
 - 4.2.3 in the possession (reasonable efforts would be used to obtain such information) of the Retiring Senior Facility Agent and/or Retiring Security Trustee (as the case may be).
- 4.3 For the avoidance of doubt, no costs or expenses can be claimed by either the Retiring Security Trustee or the Retiring Senior Facility Agent pursuant to this clause 4, nor shall FTSA have any liability to pay such costs or expenses, to the extent that such work, act or thing undertaken by that Party (giving rise to the associated costs or expenses) was conducted before the Effective Date.

5. RELIANCE

Except as provided in clauses 7.2 and 7.3 below, each of the Retiring Security Trustee and the Retiring Senior Facility Agent makes no representations or warranties of any kind regarding the Finance Documents and/or the condition of the Group and/or the legality or effectiveness of any of the transactions contemplated under this Deed or entered into by the Senior Lender, the Successor Senior Facility Agent or the Successor Security Trustee pursuant to or following the date of this Deed. Each of the Successor Security Trustee, the Successor Senior Facility Agent, the Senior Lender, the Mezzanine Facility Agent and the Mezzanine Lender acknowledge that it is entering into this Deed based solely upon its own appraisals and investigations concerning the Group and the Finance Documents.

6. APPOINTMENT OF THE SUCCESSOR SECURITY TRUSTEE AND SUCCESSOR SENIOR FACILITY AGENT

Each of the Parties agree that any consultation or notice requirements under 31.11 (*Resignation of the Agent*) of the Senior Facilities Agreement in respect of FTSA or otherwise as required under the Finance Documents have been discharged in full.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Parties to this Deed each hereby represent and warrant to each other party to this Deed that:
 - 7.1.1 it has power and capacity to enter into and comply with its obligations under this Deed and has taken all actions necessary to authorise its entry into, performance and delivery of this Deed and the transactions contemplated under this Deed; and
 - 7.1.2 the signatories to this Deed are duly authorised to enter into this Deed.

- 7.2 The Retiring Senior Facility Agent represents to the Successor Senior Facility Agent on the Effective Date that all the original Finance Documents in the possession of the Retiring Senior Facility Agent have been provided to the Successor Senior Facility Agent.
- 7.3 The Retiring Security Trustee represents to the Successor Security Trustee on the Effective Date that all the original Finance Documents in the possession of the Retiring Security Trustee have been provided to the Successor Security Trustee.

8. SPECIFIC ACTION AND ACKNOWLEDGEMENTS

- 8.1 Without limiting anything else in this clause, the Retiring Security Trustee and the Retiring Senior Facility Agent must:
- 8.1.1 on or prior to the Effective Date deliver to the Successor Security Trustee or the Successor Senior Facility Agent (or as such party directs) the documents specified in paragraphs 1 and 3 of Appendix 1 to this Deed;
 - 8.1.2 hold on trust for the Secured Parties any moneys or property received by them after the date of this Deed in their capacity as Retiring Security Trustee or Retiring Senior Facility Agent (as applicable) from any other person under or in respect of the Finance Documents and the transactions contemplated by the Finance Documents other than money or property that the Retiring Security Trustee or the Retiring Facility Agent receives in respect of costs, fees or expenses due to it or otherwise received for its own account; and
 - 8.1.3 pay such moneys (as soon as reasonably practicable but in any event with 15 Business Days of receipt) or deliver such property (as soon as reasonably practicable) to the Successor Security Trustee or the Successor Senior Facility Agent (as applicable).
- 8.2 Without prejudice to clause 10 of this Deed, the Successor Security Trustee and each of the other Parties agree and acknowledge that, from the Effective Date, each Party shall have the same rights and obligations amongst themselves as they would have had if the Successor Security Trustee had been an original party to each Transaction Security Document.
- 8.3 The Successor Security Trustee and Successor Senior Facility Agent respectively undertake to execute the Accession Agreements contemporaneously with the execution of this Deed and deliver copies of the same to the Parties to this Deed, which Accession Agreements will become effective on the Effective Date.

- 8.4 FTSA undertakes to each other Party to this Deed to deliver, to each of the parties to the Intercreditor Deed and contemporaneously with the execution of this Deed, copies of the Accession Agreements executed by the Successor Security Trustee and Successor Senior Facility Agent pursuant to clause 8.3, which Accession Agreements will become effective on the Effective Date.
- 8.5 The Senior Lenders must on or prior to the Effective Date deliver to the Successor Security Trustee or the Successor Senior Facility Agent (or as such party directs) the documents specified in paragraphs 2, 4, 5 and 6 of Appendix 1 to this Deed.
- 8.6 As of the Effective Date, each of the Successor Security Trustee and Successor Senior Facility Agent confirms full discharge of each of the Retiring Security Trustee and the Retiring Senior Facility Agent's obligations under clause 8.1.1 of this Deed.
- 8.7 For the purposes of acceptance of the Successor Security Trustee under clause 38.18.2 of the Intercreditor Deed, the Parties hereby agree and acknowledge that the appointment of the Successor Senior Facility Agent shall be effective immediately on the Effective Date and, immediately following such appointment, the appointment of the Successor Security Trustee shall become effective.

9. NOTICE

Each Party acknowledges that this clause constitutes notice to it of the resignation of the Retiring Security Trustee and the Retiring Senior Facility Agent and the appointment of the Successor Security Trustee and the Successor Senior Facility Agreement with effect from the Effective Date.

10. CONTINUING PROVISIONS

- 10.1 Except where inconsistent with the provisions of this Deed, the terms and conditions of the Finance Documents are hereby confirmed and shall remain in full force and effect and the terms of this Deed shall be strictly without prejudice to any of the Finance Parties' rights, powers and discretions under the Finance Documents.
- 10.2 For the avoidance of doubt the Parties acknowledge and agree that, notwithstanding anything to the contrary in this Deed, the Retiring Security Trustee and Retiring Senior Facility Agent shall each remain entitled to the benefit of the provisions of:
- 10.2.1 clause 31.10 (*Lenders' indemnity to the Agent and the Security Trustee*) of the Senior Facilities Agreement; and
- 10.2.2 to the extent set out in clause 32.19 (*Indemnity*) of the Intercreditor Deed,

and any other provision for indemnification under the Finance Documents in respect of their respective appointments as Security Trustee and Senior Facility Agent in each case in the form under the Senior Facilities Agreement and the Intercreditor Deed (and any other relevant Finance Document) immediately prior to the effectiveness of this Deed.

11. LIABILITY OF THE RETIRING SECURITY TRUSTEE AND RETIRING SENIOR FACILITY AGENT

11.1 Each Party agrees and acknowledges that without prejudice to any other provisions for indemnification or protection for the benefit of the Retiring Senior Facility Agent or the Retiring Security Trustee under the Finance Documents:

11.1.1 the Retiring Senior Facility Agent and the Retiring Security Trustee shall only be liable for any act or omission to the extent that the Retiring Security Agent and/or Retiring Senior Facility Agent was obliged, in accordance with a valid instruction under the terms of the Finance Documents, to act or omit to act in accordance with such instruction but failed to do so in accordance with that instruction;

11.1.2 to the extent that the Successor Senior Facility Agent and/or the Successor Security Trustee obtains actual knowledge or notice of any such failure set out in clause 11.1.1 above and (a) the relevant failure is capable of remedy and (b) the Successor Senior Facility Agent and/or the Successor Security Trustee becomes obliged to act to remedy that failure in accordance with a valid instruction under the Finance Documents (the "**Rectifying Instruction**"), the Successor Senior Facility Agent or Successor Security Trustee shall be proportionately liable in respect of any action, proceeding, matter, liability, claim or demand (whether actual or contingent) arising in consequence of the Successor Security Trustee's or the Successor Senior Facility Agent's gross negligence or willful default in respect of that Rectifying Instruction;

12. NOTICES

12.1 The address for notices of the Successor Security Trustee is as follows:

Address: c/o Wynnchurch Capital, Ltd, 6250 North River Road, Suite 10-100,
Rosemont, IL 60018, USA

Attention of: Christopher O'Brien

12.2 The address for notices of the Successor Senior Facility Agent is as follows:

Address: c/o Wynnchurch Capital, Ltd, 6250 North River Road, Suite 10-100,
Rosemont, IL 60018, USA

Attention of: Christopher O'Brien

13. FINANCE DOCUMENT

The Parties agree that this Deed is designated as a Finance Document.

14. COUNTERPARTS

This Deed may be executed in any number of counterparts and all or such counterparts taken together shall be deemed to constitute one and the same instrument.

15. GOVERNING LAW

This Deed (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Deed or its formation) shall be governed by, and construed in accordance with, English law.

16. JURISDICTION

The Courts of England & Wales have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Deed or the legal relationships established by this Deed (including a dispute in relation to any non-contractual obligations arising out of or in connection with this Deed).

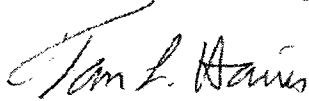
IN WITNESS whereof this Deed has been duly executed and delivered on the date first written above.

Appendix 1

1. All fully executed originals in the possession of the Retiring Senior Facility Agent of all the Senior Documents.
2. All documents and other information (but only to the extent not protected by confidentiality restrictions or legal privilege) in the possession of the Retiring Senior Facility Agent, which relate to any Senior Document. For the avoidance of doubt, the Retiring Senior Facility Agent may retain copies of any such documents for its own records.
4. A copy of the current mandate/authorised signatories list held on file for FTSA and each Borrower.
5. Full details of all current outstanding Loans from a global perspective (including Borrower name(s)) and Interest Periods, interest rates.

EXECUTION PAGE

FTSA



EXECUTED as a DEED (but not delivered until the date hereof) by FTSA HOLDINGS LIMITED
by its duly appointed attorney:

In the presence of:

Witness:



Name:

MICHAEL JARBUCHÉ

Address:

17463 E. Northville trail

Occupation: Northville MI 48168

VICE PRESIDENT

Senior Lender

EXECUTED as a DEED (but not delivered
until the date hereof) by SAFETY
TECHNOLOGY DEBT HOLDINGS, INC.

By:

Name: Christopher O'Brien

Title: Vice President

EXECUTION PAGE

FTSA

EXECUTED as a **DEED** (but not delivered until the date hereof) by **FTSA HOLDINGS LIMITED**
by its duly appointed attorney:

In the presence of:

Witness:

Name:

Address:

Occupation:

Senior Lender

EXECUTED as a **DEED** (but not delivered
until the date hereof) by **SAFETY**
TECHNOLOGY DEBT HOLDINGS, INC.

By:




Name: Christopher O'Brien

Title: Vice President

The Retiring Security Trustee

EXECUTED as a **DEED** (but not delivered)
until the date hereof) by **WILMINGTON**)
TRUST (LONDON) LIMITED by its duly)
appointed attorney in the presence of:)



Elaine Lockhart

Witness:

SAB87

Name:

Sajada Afzal

Address:

Wilmington Trust (London) Limited
Fifth Floor
6 Broad Street Place
London
EC2M 7.1H

Occupation:

Relationship
Specialist

The Successor Security Trustee

EXECUTED as a **DEED** (but not delivered
until the date hereof) by **SAFETY**
TECHNOLOGY SECURITY AGENT, INC.

By: _____

Name: Christopher O'Brien

Title: Vice President

The Retiring Security Trustee

EXECUTED as a **DEED** (but not delivered)
until the date hereof) by **WILMINGTON**)
TRUST (LONDON) LIMITED by its duly)
appointed attorney in the presence of:)

Witness:

Name:

Address:

Occupation:

The Successor Security Trustee

EXECUTED as a **DEED** (but not delivered
until the date hereof) by **SAFETY**
TECHNOLOGY SECURITY AGENT, INC.

By:



Name: Christopher O'Brien

Title: Vice President

The Retiring Senior Facility Agent

EXECUTED as a **DEED** (but not delivered)
until the date hereof) by **WILMINGTON**)
TRUST (LONDON) LIMITED by its duly)
appointed attorney in the presence of:)



Elaine Lockhart

Witness: **SABS** .
Sajada Afzal

Name:

Address: **Wilmington Trust (London) Limited**
Fifth Floor

Occupation: **6 Broad Street Place**
London
EC2M 7.1H

Relationship Specialist

The Successor Senior Facility Agent

EXECUTED as a **DEED** (but not delivered until
the date hereof) by **SAFETY TECHNOLOGY**
SECURITY AGENT, INC.

By: _____

Name: Christopher O'Brien

Title: Vice President

The Retiring Senior Facility Agent
EXECUTED as a **DEED** (but not delivered)
until the date hereof) by **WILMINGTON**)
TRUST (LONDON) LIMITED by its duly)
appointed attorney in the presence of:)

Witness:

Name:

Address:

Occupation:

The Successor Senior Facility Agent
EXECUTED as a **DEED** (but not delivered until
the date hereof) by **SAFETY TECHNOLOGY**
SECURITY AGENT, INC.

By: 

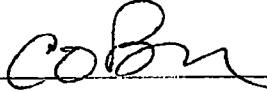
Name: Christopher O'Brien

Title: Vice President

The Mezzanine Lender

EXECUTED as a **DEED** (but not delivered
until the date hereof) by **SAFETY**
TECHNOLOGY DEBT HOLDINGS, INC.

By:



Name: Christopher O'Brien

Title: Vice President

The Mezzanine Facility Agent

EXECUTED as a **DEED** (but not delivered
until the date hereof) by **SAFETY**
TECHNOLOGY DEBT HOLDINGS, INC.

By:



Name: Christopher O'Brien

Title: Vice President