

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
Humanetics Innovative Solutions, Inc	FORMERLY Safety Technology Systems, Inc.	09/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., AS AGENT		
Street Address:	One North Franklin Street		
Internal Address:	Suite 2700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78761662	ITROLLEY	
Serial Number:	78761640	IVEHICLE	
Serial Number:	78761524	IDUMMY	
Serial Number:	78761593	IWALL	
Serial Number:	78704031	I CRASH TECHNOLOGY	
Serial Number:	77866679	Q	
Serial Number:	77870393		
Serial Number:	77870228	IQ	
Serial Number:	85062184	H HUMANETICS INNOVATIVE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
Phone:	6175269628		
Email:	cslattery@proskauer.com		

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TRADEMARK
 REEL: 004626 FRAME: 0735

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51104/004
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NAME OF SUBMITTER:	Christine Slattery
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Signature:	/Christine Slattery/
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Date:	09/20/2011
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THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER AND EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED SEPTEMBER 20, 2011 AMONG MARANON CAPITAL, L.P. AS SENIOR DEBT AGENT AND SUBORDINATED DEBT AGENT, HUMANETICS INNOVATIVE SOLUTIONS, INC. AND HITEC SENSOR SOLUTIONS INC.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of September, 2011, between the Grantor listed on the signature pages hereof (the "Grantor"), and MARANON CAPITAL, L.P., a Delaware limited partnership, in its capacity as Agent for the Investors (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Mezzanine Investment Agreement dated as of September 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Mezzanine Investment Agreement") by and among Humanetics Innovative Solutions, Inc., a Delaware corporation ("Humanetics"), Safety Technology Holdings, Inc., a Delaware corporation ("Holdings"), HITEC Sensor Solutions, Inc., a Delaware corporation ("HITEC") together with Humanetics are collectively referred to herein as the "Borrowers" and individually as a "Borrower"), the other parties identified as Credit Parties on the signature pages thereof, the lenders party thereto (the "Investors") and Agent, the Investors are willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Investors are willing to make the financial accommodations to the Borrowers as provided for in the Mezzanine Investment Agreement, but only upon the condition, among others, that the Credit Parties shall have executed and delivered to Agent, for the benefit of Investors, that certain Security Agreement dated as of September 20, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Investors, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Mezzanine Investment Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Investors, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

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

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

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Investors or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Investors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement and all security interests granted pursuant to this Trademark Security Agreement shall terminate on the Termination Date. Promptly following the Termination Date, Grantor shall be authorized to take all such actions as may be necessary or proper to terminate the security interests created hereby.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Investment Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Investment Document refer to this Trademark Security Agreement or such other Investment Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Investment Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Investment Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Investment Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Investment Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, 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.

HUMANETICS INNOVATIVE SOLUTIONS,
INC. (f/k/a Safety Technology Systems, Inc.)

By: 

Name: Tom Harris

Title: Chief Financial Officer & Secretary

[Signature Page to the Trademark Security Agreement (Mezzanine)]

TRADEMARK
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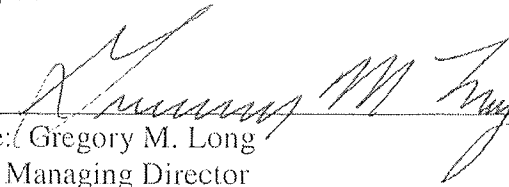
ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: _____

Name: Gregory M. Long

Title: Managing Director

A handwritten signature in black ink, appearing to read "Gregory M. Long", is written over a horizontal line.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Serial Number	Registration Number
iTrolley	78761662	3192509
iVehicle	78761640	3192508
iDummy	78761524	3201118
iWall	78761593	3201121
iCrash Technology	78704031	3217103
Q	77866679	3810387
FIRST TECHNOLOGY	UK002243193	N/A
1 FIRST TECHNOLOGY INNOVATIVE SOLUTIONS and Design	UK002243188	N/A

Trademark Applications

Trademark	Serial Number	Registration Number
Design only (Seated dummy with a stylized Q on the chest)	77870393	Pending
IQ	77870228	Pending
H HUMANETICS INNOVATIVE SOLUTIONS (with design)	85062184	Pending

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