

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP USA, INC.		12/31/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	677 WASHINGTON BOULEVARD		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Global Financial Services Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1585397	HAMLIN	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2123108000		
Email:	philip.ratner@weil.com, marisa.geiger@weil.com, brian.lee@weil.com		
Correspondent Name:	Philip Ratner		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	35899.0343 - P. RATNER		
NAME OF SUBMITTER:	Philip Ratner		
Signature:	/Philip Ratner/		

CH \$40.00 1585397

Date:

01/04/2013

Total Attachments: 5

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**ASSIGNMENT AND ASSUMPTION
OF SECURITY INTEREST IN TRADEMARKS**

THIS ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS (this "Assignment"), is dated as of December 31, 2012, and made by CITICORP USA, INC., in its capacity as resigning Collateral Agent (the "Resigning Collateral Agent"), to UBS AG, STAMFORD BRANCH, as successor Collateral Agent (the "Successor Collateral Agent").

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of March 8, 2007 (as the same may have been 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 Citicorp USA, Inc., as agent for the Lenders and Issuers, the Lenders and the Issuers made 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 have been amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Borrower, the Lenders party thereto and Citicorp USA, Inc., as agent for the Lenders, the Lenders made extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to the Guaranty pursuant to which they guaranteed the First Lien Obligations and Second Lien Obligations,

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, dated as of March 8, 2007 in favor of the Resigning Collateral Agent (the "Pledge and Security Agreement") pursuant to which the Grantors were required to execute and deliver the Short Form IP Security Agreement (as defined below),

WHEREAS, pursuant to that certain Short Form Intellectual Property Security Agreement, dated as of March 8, 2007 (the "Short Form IP Security Agreement"), made by Key Safety Systems, Inc., KSS Holdings, Inc., KSS Acquisition Company, Aegis Key Corp., Breed Automotive Technology, Inc., Hamlin, Incorporated, Key Asian Holdings, Inc., Key Automotive Accessories, Inc., Key Automotive of Florida, Inc., Key Automotive West, Inc., Key Automotive, L.P., Key Cayman GP LLC, Key Electronics of Nevada, Inc., Hamlin Electronics Limited Partnership, Key International Manufacturing Development Corporation, Key Safety Systems Foreign Holdco LLC, Key Safety Restraint Systems, Inc., and Key Safety Systems of Texas, Inc. as grantors (the "Grantors"), and Citicorp USA, Inc. as collateral agent, a security interest was granted to the Resigning Collateral Agent in certain Trademark Collateral (as hereinafter defined);

WHEREAS, the Short Form IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 15, 2007, at Reel 3542 and Frame 0234; and

WHEREAS, the Resigning Collateral Agent desires to assign and delegate its rights, title and interest in and to the Short Form IP Security Agreement and the Trademark Collateral, and

the Successor Collateral Agent desires to accept such assignment and assume said rights, title and interest, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and upon the terms set forth in this Assignment, each of the Resigning Collateral Agent and the Successor Collateral Agent agree as follows:

1. Defined Terms. Capitalized Terms used herein and not defined herein shall have the meanings give such terms in the Credit Agreements or in the Pledge and Security Agreement, as applicable.

2. Trademark Collateral. The term “Trademark Collateral” as used herein, shall mean all of the Resigning Collateral Agent’s right, title and interest of every kind and nature as of the date hereof in the following:

(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 the Grantors, including, without limitation, those referred to on Schedule A 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 any Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

3. Assignment and Assumption of Security Interests. Effective as of December 31, 2012, the Resigning Collateral Agent hereby assigns and transfers unto the Successor Collateral Agent, and the Successor Collateral Agent hereby accepts all of the Resigning Collateral Agent’s rights, title and interest in and to the Short Form IP Security Agreement and Trademark Collateral.

4. Further Assurances. Each of the Resigning Collateral Agent and the Successor Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the Assignment contemplated hereby.

5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

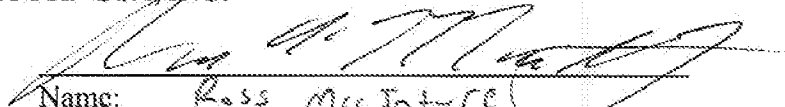
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IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

RESIGNING COLLATERAL AGENT:

CITICORP USA, INC.

By:


Name: Ross McIntyre
Title: Managing Director

SUCCESSOR COLLATERAL AGENT:

UBS AG, STAMFORD BRANCH

By:

Name: _____
Title: _____

By:

Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have entered into this Assignment as of the date first written above.

RESIGNING COLLATERAL AGENT:

CITICORP USA, INC.

By: _____
Name: _____
Title: _____

SUCCESSOR COLLATERAL AGENT:

UBS AG, STAMFORD BRANCH

By: Lana Gifas
Name: Lana Gifas
Title: Director

By: Joselin Fernandes
Name: Joselin Fernandes
Title: Associate Director

Schedule A

TRADEMARK COLLATERAL

TRADEMARK	Status	Appln. No.	Appln Date	Reg. No.	Reg. Date	Owner
Hamlin	Registered	73774699	17-JAN-1989	1585397	06-MAR-1990	Key Safety Systems, Inc.