

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
Key Safety System, 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: 4			
Property Type	Number	Word Mark	
Registration Number:	4109296	INFLATABELT	
Registration Number:	3737506	KSS	
Registration Number:	3737460	KSS	
Registration Number:	3737461	KSS KEYSAFETYSYSTEMS	
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		

CH \$115.00 4109296

NAME OF SUBMITTER:	Philip Ratner
Signature:	/Philip Ratner/
Date:	01/04/2013
Total Attachments: 5 source=KSS - Trademarks Security Agreement.pdf#page1.tif source=KSS - Trademarks Security Agreement.pdf#page2.tif source=KSS - Trademarks Security Agreement.pdf#page3.tif source=KSS - Trademarks Security Agreement.pdf#page4.tif source=KSS - Trademarks Security Agreement.pdf#page5.tif	

AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT

This After-Acquired Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**After-Acquired Trademark Security Agreement**”) dated as of December 31, 2012, by Key Safety System, Inc. (the “*Grantor*”), in favor of UBS AG, Stamford Branch (“*UBS AG*”), 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 the Grantor, the Lenders and Issuers party thereto and UBS AG (as successor to 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 be amended, restated, supplemented or otherwise modified from time to time, the “*Second Lien Credit Agreement*,” and together with the First Lien Credit Agreement, the “*Credit Agreements*”), among the Grantor, the Lenders party thereto and UBS AG (as successor to Citicorp USA, Inc.), as agent for the Lenders, the Lenders made extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Guaranty pursuant to which it has guaranteed the First Lien Obligations and Second Lien Obligations;

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of March 8, 2007 in favor of the Collateral Agent (the “*Security Agreement*”) pursuant to which the Grantor was required to execute and deliver the Trademark Security Agreement dated as of March 8, 2007 in favor of the Collateral Agent (the “*Trademark Security Agreement*”) and, at the request of the Collateral Agent, this After-Acquired Trademark Security Agreement; and

WHEREAS, the Trademark Security Agreement, dated as of March 8, 2007, among the grantors party thereto and the Collateral Agent, was recorded with the United States Patent and Trademark Office at Reel/Frame No. 3542/0234;

NOW, THEREFORE, in consideration of the premises, the 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

The 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 the 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 the 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 the 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 the Grantor (the “*Trademark Collateral*”):

(a) all of the Trademarks owned by the Grantor referred to on *Schedule I* hereto (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);

(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 After-Acquired Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and the 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, the Grantor has caused this After-Acquired 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: 
Name: *David Smith*
Title: *etc*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004936 FRAME: 0167

Schedule I
to
Trademark Security Agreement

A. U.S. REGISTERED TRADEMARKS

#	Country	TRADEMARK	Status	Appln. No.	Appln Date	Reg. No.	Reg. Date	Owner
1.	U.S. Federal	Inflatabelt	Registered	77883664	01-DEC-2009	4109296	06-MAR-2012	Key Safety Systems, Inc.
2.	U.S. Federal	KSS	Registered	77319766	02-NOV-2007	3737506	12-JAN-2010	Key Safety Systems, Inc.
3.	U.S. Federal	KSS	Registered	77283053	19-SEP-2007	3737460	12-JAN-2010	Key Safety Systems, Inc.
4.	U.S. Federal	KSS Keysafetysystems	Registered	77283692	19-SEP-2007	3737461	12-JAN-2010	Key Safety Systems, Inc.