

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		08/29/2014	Global Financial Services Company:
RECEIVING PARTY DATA			
Name:	KEY SAFETY SYSTEMS, INC.		
Street Address:	7000 NINETEEN MILE ROAD		
City:	STERLING HEIGHTS		
State/Country:	MICHIGAN		
Postal Code:	48314		
Entity Type:	CORPORATION: DELAWARE		
Name:	KSS HOLDINGS, INC.		
Street Address:	7000 NINETEEN MILE ROAD		
City:	STERLING HEIGHTS		
State/Country:	MICHIGAN		
Postal Code:	48314		
Entity Type:	CORPORATION: DELAWARE		
Name:	KSS ACQUISITION COMPANY		
Street Address:	7000 NINETEEN MILE ROAD		
City:	STERLING HEIGHTS		
State/Country:	MICHIGAN		
Postal Code:	48314		
Entity Type:	CORPORATION: DELAWARE		
Name:	BREED AUTOMOTIVE TECHNOLOGY, INC.		
Street Address:	7000 NINETEEN MILE ROAD		
City:	STERLING HEIGHTS		
State/Country:	MICHIGAN		
Postal Code:	48314		
Entity Type:	CORPORATION: DELAWARE		
Name:	HAMLIN INCORPORATED		
Street Address:	7000 NINETEEN MILE ROAD		
City:	STERLING HEIGHTS		
State/Country:	MICHIGAN		
TRADEMARK			

Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY ASIAN HOLDINGS, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY AUTOMOTIVE, LP
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	KEY CAYMAN GP LLC
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	KEY INTERNATIONAL MANUFACTURING DEVELOPMENT CORPORATION
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY SAFETY RESTRAINT SYSTEMS, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: MICHIGAN
Name:	KEY SAFETY SYSTEMS FOREIGN HOLDCO, LLC
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	KEY SAFETY SYSTEMS OF TEXAS, INC.

TRADEMARK

Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: TEXAS
Name:	KEY AUTOMOTIVE ACCESSORIES, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY AUTOMOTIVE WEST, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY ELECTRONICS OF NEVADA, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE

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
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 2123108798
Email: tomasz.kulawik@weil.com
Correspondent Name: Tomasz Kulawik
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	78662.0004
NAME OF SUBMITTER:	Tomasz Kulawik
SIGNATURE:	/Tomasz Kulawik/
DATE SIGNED:	08/29/2014

Total Attachments: 4

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**RELEASE OF
INTEREST IN
TRADEMARK COLLATERAL**

This **RELEASE OF INTEREST IN TRADEMARK COLLATERAL** (this "Release"), dated as of August 29, 2014, is made by UBS AG, Stamford Branch ("UBS") as collateral agent (in such capacity the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)) (the "Secured Parties"), in favor of Key Safety Systems, Inc., KSS Holdings, Inc. KSS Acquisition Company, Breed Automotive Technology, Inc., Hamlin Incorporated, Key Asian Holdings, Inc., Key Automotive Accessories, Inc., Key Automotive West, Inc., Key Automotive, LP, Key Cayman GP LLC, Key Electronics of Nevada, Inc., Key International Manufacturing Development Corporation, Key Safety Restraint Systems, Inc., Key Safety Systems Foreign Holdco, LLC and Key Safety Systems of Texas, Inc., as grantors ("Grantors").

WHEREAS, certain of the Grantors and UBS, along with Key Automotive of Florida, LLC (f/k/a Key Automotive of Florida, Inc.), are party to (i) that certain Pledge and Security Agreement, dated as of March 8, 2007, as amended and restated as of May 10, 2013 (the "Pledge and Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of March 8, 2007, as assigned and assumed pursuant to the Assignment and Assumption of Security Interests in Trademarks, dated as of December 31, 2012 (the "Trademark Security Agreement") in connection with that certain Credit Agreement, dated as of March 8, 2007, as amended and restated as of May 10, 2013 (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement") among Key Safety Systems, Inc., the Lenders and Issuers party thereto, and UBS, as administrative agent and collateral agent. Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

WHEREAS, Key Safety Systems, Inc. entered into the After-Acquired Trademark Security Agreement (as amended from time to time, the "After-Acquired Trademark Security Agreement") dated as of December 31, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "After-Acquired Trademark Security Agreement") in favor of UBS, as Collateral Agent;

WHEREAS, the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on May 15, 2007 at Reel 3542, Frame 0234, the assignment and assumption of certain rights under the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on January 4, 2013 at Reel 4936, Frame 0049 and the After Acquired Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on January 4, 2013 at Reel 004936, Frame 0162;

WHEREAS, pursuant to the Pledge and Security Agreement, the Trademark Security Agreement and the After-Acquired Trademark Security Agreement, each Grantor granted to (i) the Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) (the "Secured Parties") and to secure the Grantors' obligations under the Credit Agreement, a continuing security interest in and to all of such Grantor's right, title and interest in, to and under

the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(a) all Trademarks owned by such Grantor, including, without limitation, those listed 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 such Grantor against third parties for past, present or future (i) infringement of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

WHEREAS, all outstanding obligations under the Credit Agreement will be paid in full and the Collateral Agent has agreed to release, relinquish and discharge its right, title and interest in the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent, hereby releases, relinquishes and discharges in its entirety any and all security interest it has against the Trademark Collateral.
2. The Collateral Agent authorizes and requests the U.S. Patent and Trademark Office to record this Release against the Trademark Collateral.
3. This Termination and Release shall be governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the date first set forth above.

UBS AG, Stamford Branch,
as Collateral Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director

By: Jennifer Anderson
Name: Jennifer Anderson
Title: Associate Director

**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.