

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEY SAFETY SYSTEMS, INC.		08/29/2014	CORPORATION: DELAWARE
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: CONNECTICUT		
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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212 310 8798		
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:	78662.0014		
NAME OF SUBMITTER:	Tomasz Kulawik		
SIGNATURE:	/Tomasz Kulawik/		
DATE SIGNED:	08/29/2014		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 29, 2014, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”), in favor of UBS AG, Stamford Branch (“UBS AG”), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 29, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among KSS HOLDINGS, INC., KSS ACQUISITION COMPANY, KEY SAFETY SYSTEMS, INC. (the “Company”), the Restricted Subsidiaries of the Company from time to time party thereto as Designated Borrowers (and together with the Company, the “Borrowers”), the Lenders and Issuers party thereto from time to time and UBS AG, as agent for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(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 such Grantor, including, without limitation, those referred to on *Schedule I* 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 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.

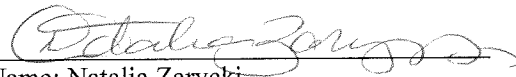
Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and each 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, each 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.

KEY SAFETY SYSTEMS, INC.,
as Grantor

By: 
Name: Natalia Zaryckj
Title: Treasurer

ACKNOWLEDGED 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: Jennifer Anderson
Name: Jennifer Anderson
Title: Associate Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

INCLUDE ONLY U.S. REGISTERED INTELLECTUAL PROPERTY

A. REGISTERED TRADEMARKS

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
INFLATABELT	Registered	77883664	12/1/2009	4109296	3/6/2012
KSS & Design 	Registered	77319766	11/2/2007	3737506	1/12/2010
KSS	Registered	77283053	9/19/2007	3737460	1/12/2010
KSS KEYSAFETYSYSTEMS & Design 	Registered	77283692	9/19/2007	3737461	1/12/2010

B. TRADEMARK APPLICATIONS

None.