

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreements		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3810387	Q	
Registration Number:	3192509	ITROLLEY	
Registration Number:	3192508	IVEHICLE	
Registration Number:	3201118	IDUMMY	
Registration Number:	3201121	IWALL	
Registration Number:	3217103	I CRASH TECHNOLOGY	
Registration Number:	4035911	H HUMANETICS INNOVATIVE SOLUTIONS	
Serial Number:	77870393		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	025646-0000		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$215.00 3810387

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/25/2015
Total Attachments: 35 source=Humanetics - Executed IP Assignment(4265160_1_LA)#page1.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page2.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page3.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page4.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page5.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page6.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page7.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page8.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page9.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page10.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page11.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page12.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page13.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page14.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page15.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page16.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page17.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page18.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page19.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page20.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page21.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page22.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page23.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page24.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page25.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page26.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page27.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page28.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page29.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page30.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page31.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page32.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page33.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page34.tif source=Humanetics - Executed IP Assignment(4265160_1_LA)#page35.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENTS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”), and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Humanetics Innovative Solutions, Inc., as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

First Lien Patent Security Agreement dated as of December 2, 2013 and filed with the United States Patent and Trademark Office on December 2, 2013 at Reel 031749, Frame 0299.

First Lien Trademark Security Agreement dated as of December 2, 2013 and filed with the United States Patent and Trademark Office on December 2, 2013 at Reel 5165, Frame 0026.

First Lien Copyright Security Agreement dated as of December 2, 2013 and filed with the United States Copyright Office on December 3, 2013.

EXHIBIT B

[See attached]

FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of December 2, 2013, (this "Patent Security Agreement") is made by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of December 2, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of December 2, 2013, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the 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 Agent for the benefit of the Secured Parties, and grants to 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 "Patent Collateral"):

(a) all rights, title and interests in United States letters patent and all patent applications therefor including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent] Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS PATENT SECURITY AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests granted to GE Capital, as Agent under the Credit Agreement, pursuant to this Patent Security Agreement and the exercise of any right or remedy by GE Capital, as Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of December 2, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between GE Capital, as First Lien Agent, and Cortland Capital Market Services LLC,

as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HUMANETICS INNOVATIVE SOLUTIONS,
INC. (formerly known as Safety Technology
Systems, Inc.),
as Grantor

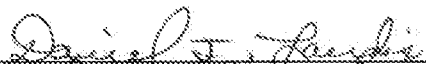
By: 

Name: Christopher J. O'Connor

Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Daniel J. Landis
Title: Duly Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Include Registration Number and Date

2. PATENT APPLICATIONS

Include Application Number and Date

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Country	Title	App. Date	Grant Date	App. / Patent No.	Record Owner
U.S.	System for Modeling Dynamic Response Changes in Anthropomorphic Dummy	6/21/2010	3/26/2013	8,407,033	Humanetics Innovative Solutions, Inc.
U.S.	Measurement System for Ball Joint of Crash Test Dummy	2/21/2003	1/3/2006	6,982,409	Humanetics Innovative Solutions
Japan	Measurement System for Crash Test Dummy	2/23/2004	7/27/2007	3,990,366	First Technology Safety Systems, Inc. ¹
Germany	Measurement System for Crash Test Dummy	2/20/2004	9/5/2013	10200400 8377.0	Humanetics Innovative Solutions, Inc.
U.S.	Flexible Printed Circuit Cabling System for Crash Test Dummy	8/1/2008	6/7/2011	RE42,418	Humanetics Innovation Solutions
Germany	Flexible Printed Circuit Cabling System for Crash Test Dummy	12/1/2004	12/6/2007	10200405 8022	Humanetics Innovative Solutions, Inc.

2. PATENT APPLICATIONS

Country	Title	App. Date	App. / Patent No.	Record Owner
U.S.	Pelvis Assembly for Crash Test Dummy	12/26/2011	13/337,186	Humanetics Innovative Solutions

¹ Substantially all of the assets of First Technology Safety Systems, Inc. are now owned by Humanetics Innovative Solutions. The name changes have been filed to reflect that the copyrights are held by Humanetics Innovative Solutions, Inc.

Country	Title	App. Date	App. / Patent No.	Record Owner
U.S.	Ankle Assembly for Crash Test Dummy	12/28/2011	13/338,760	Humanetics Innovative Solutions
U.S.	Method of Material Modeling for Crash Test Dummy Finite Element Models	12/21/2011	13/333,313	Humanetics Innovative Solutions
U.S.	Rib Cage Assembly for Crash Test Dummy	12/26/2011	13/337,192	Humanetics Innovation Solutions
U.S.	Flexible Surrogate Spine Assembly for Crash Test Dummy	3/22/2012	13/427,381	Humanetics Innovative Solutions, Inc.
U.S.	Chest Band Assembly for Crash Test Dummy	5/1/2013	13/874,660	Humanetics Innovative Solutions
China	Chest Band Assembly for Crash Test Dummy	6/9/2013	20131023226 1.1	Humanetics Innovative Solutions
Japan	Chest Band Assembly for Crash Test Dummy	6/7/2013	2013-120533	Humanetics Innovative Solutions
Germany	Chest Band Assembly for Crash Test Dummy	6/11/2013	10201300981 5.7	Humanetics Innovative Solutions
Korea	Chest Band Assembly for Crash Test Dummy	6/12/2013	10-2013-0067390	Humanetics Innovative Solutions
U.S.	Shoulder and Upper Arm Assembly for Crash Test Dummy	1/7/2013	61/749,646	Humanetics Innovative Solutions
U.S.	Joint Assembly for Crash Test Dummy	3/27/2013	61/805,594	Humanetics Innovative Solutions
U.S.	Joint Friction Adjustment	9/25/2013	61/882,466	Humanetics Innovative Solutions

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2013, (this "Trademark Security Agreement") is made by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of December 2, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of December 2, 2013, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and 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 L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the 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 Agent for the benefit of the Secured Parties, and grants to 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 United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests granted to GE Capital, as Agent under the Credit Agreement, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by GE Capital, as Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of December 2, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between GE Capital, as First Lien Agent, and Cortland Capital Market Services LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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.

Very truly yours,

HUMANETICS INNOVATIVE SOLUTIONS,
INC. (formerly known as Safety Technology
Systems, Inc.),
as Grantor

By: 

Name: Christopher J. O'Connor

Title: President

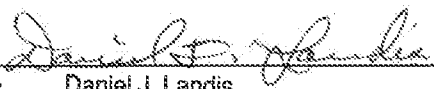
[Signature Pages to First Lien Trademark Security Agreement]

LA\3404259

TRADEMARK
REEL: 005608 FRAME: 0539

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Daniel J. Landis
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Include Registration Number and Date

2. TRADEMARK APPLICATIONS

Include Application Number and Date

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
U.S.	Q	11/6/2009	77/866,679	6/29/2010	3,810,387	Humanetics Innovative Solutions
U.S.	iTrolley	11/28/2005	78/761,662	1/2/2007	3,192,509	Humanetics Innovative Solutions
U.S.	iVehicle	11/28/2005	78/761,640	1/2/2007	3,192,508	Humanetics Innovative Solutions
U.S.	iDummy	11/28/2005	78/761,524	1/23/2007	3,201,118	Humanetics Innovative Solutions
U.S.	iWall	11/28/2005	78/761,593	1/23/2007	3,201,121	Humanetics Innovative Solutions
U.S.	iCrash Technology	8/31/2005	78/704,031	3/13/2007	3,217,103	Humanetics Innovative Solutions
U.S.	HUMANETICS INNOVATIVE SOLUTIONS	6/14/2010	85/062,184	10/4/2011	4,035,911	Humanetics Innovative Solutions, Inc.
U.K.	1 First Technology Innovative Solutions	8/22/2000	2,243,188	2/8/2002	2,243,188	Humanetics Innovative Solutions, Inc.
U.K.	FIRST TECHNOLOGY	8/22/2000	2,243,193	2/15/2002	2,243,193	Humanetics Innovative Solutions, Inc.
Community Trademarks	HUMANETICS INNOVATIVE SOLUTIONS (Word & Design)	6/14/2010	9174558	12/6/2010	9,174,558	Humanetics Innovative Solutions, Inc.

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
Japan	HUMANETICS INNOVATIVE SOLUTIONS (Design & Color)	6/16/2010	2010- 047733	1/20/2012	5,464,420	Humanetics Innovative Solutions, Inc.

2. TRADEMARK APPLICATIONS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
U.S.	Q DUMMY	11/11/2009	77/870,393	N/A	N/A	Humanetics Innovative Solutions

**Library of Congress
Copyright Office**

File No. **025646-0713**

Date: 12/3/2013

Received in the Library of Congress, Copyright Office,
Documents and Recordation Section, on the date
stamped hereon via FedEx Airbill No. **7972 9832 7608**

**Recordation of First Lien Copyright Security
Agreement**

- ☒ Transmittal letter;
- ☒ Copyright Recordation Form Cover Sheet, and
photocopy;
- ☒ A copy of the original, signed First Lien Copyright
Security Agreement;
- ☒ A stamped, self-addressed postcard to acknowledge
receipt; and
- ☒ A check for \$195.00 to cover the filing fee



Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

For Recordation of Documents

Volume _____ Document _____

Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document General Electric Capital Corporation

(IMPORTANT: Please read instruction for this and other spaces)

2 First title given in the document Crash test equipment and anthropomorphic test devices: Humanetics,

3 Total number of titles in the document 9

4 Amount of fee calculated \$195.00

5 Fee enclosed ☒ Check ☐ Money order
☐ Fee authorized to be charged to Copyright Office deposit account

Deposit account number _____

Deposit account name _____

6 Completeness of document ☒ Document is complete by its own terms ☐ Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature [Signature] Date 12/2/13

Duly authorized agent of General Electric Capital Corporation

8 Return to: Name Latham & Watkins LLP

Number/street 650 Town Center Drive Apt/suite Suite 2000

City Costa Mesa State CA Zip 92626

Phone number 714-540-1235 Fax number 714-755-8290

Email ipdocket@lw.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.



Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

For Recordation of Documents

Volume _____ Document _____

Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

DO NOT WRITE ABOVE THIS LINE - SEE INSTRUCTIONS ON REVERSE

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

- 1** First party name given in the document General Electric Capital Corporation
(IMPORTANT: Please read instruction for this and other spaces)
- 2** First title given in the document Crash test equipment and anthropomorphic test devices: Humanetics,
- 3** Total number of titles in the document 9
- 4** Amount of fee calculated \$195.00
- 5** Fee enclosed ☒ Check ☐ Money order
☐ Fee authorized to be charged to Copyright Office deposit account

Deposit account number _____

Deposit account name _____

- 6** Completeness of document ☒ Document is complete by its own terms ☐ Document is not complete. Record "as is."
IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

- 7** Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.
NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature [Signature] Date 12/2/13

Duly authorized agent of General Electric Capital Corporation

- 8** Return to: Name Latham & Watkins LLP
- Number/street 650 Town Center Drive Apt/suite Suite 2000
- City Costa Mesa State CA Zip 92626
- Phone number 714-540-1235 Fax number 714-755-8290
- Email ipdocket@lw.com

SEND TO: Library of Congress, Copyright Office, Documents Recordation Section, 101 Independence Avenue SE, Washington, DC 20559-6000

INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

FIRST LIEN COPYRIGHT SECURITY AGREEMENT

THIS FIRST LIEN COPYRIGHT SECURITY AGREEMENT, dated as of December 2, 2013, (this "Copyright Security Agreement") is made by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of December 2, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of December 2, 2013, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Copyright Collateral. Each Grantor, as collateral security for the 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 Agent for the benefit of the Secured Parties, and grants to 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 "Copyright Collateral"):

(a) all rights, title and interests in United States copyrights (whether statutory or common law and whether published or unpublished) and all mask work, database and design rights, whether or not registered or published, all registrations and recordations of any of the foregoing, all applications in connection therewith including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing;

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

(d) any and all agreements, licenses and covenants providing for the granting of any exclusive right to such Grantor in or to any registered Copyright including, without limitation, each agreement required to be listed in Schedule 1 attached hereto, and the right to sue or otherwise recover for past, present and future infringement or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Copyright Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Copyrights and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Copyright Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS COPYRIGHT SECURITY AGREEMENT, INCLUDING,

WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests granted to GE Capital, as Agent under the Credit Agreement, pursuant to this Copyright Security Agreement and the exercise of any right or remedy by GE Capital, as Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of December 2, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between GE Capital, as First Lien Agent, and Cortland Capital Market Services LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Copyright Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HUMANETICS INNOVATIVE SOLUTIONS,
INC. (formerly known as Safety Technology
Systems, Inc.),
as Grantor

By: 

Name: Christopher J. O'Connor
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Daniel J. Landis*
Name: Daniel J. Landis
Title: Duly Authorized Signatory

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations

1. REGISTERED COPYRIGHTS

Include Registration Number and Date

2. COPYRIGHT APPLICATIONS

Include Application Number and Date

3. EXCLUSIVE COPYRIGHT LICENSES

Include complete legal description of agreement (name of agreement, parties and date)

SCHEDULE I
TO
COPYRIGHT SECURITY AGREEMENT

Copyright Registrations

1. REGISTERED COPYRIGHTS

Owner ¹	Reg. #	Registration	Copyright Title
Humanetics Innovative Solutions, Inc.*	TX0003618734	12/21/1993	Crash test equipment and anthropomorphic test devices: Humanetics, Inc., 1990 price schedule
Humanetics Innovative Solutions, Inc.*	TX0003444369	11/13/1992	Anthropomorphic dummy calibration lab program/ Human Kinetics, Inc.
Humanetics Innovative Solutions, Inc.*	TX0003728853	12/21/1993	First Technology Safety Systems, 1991 price schedule
Humanetics Innovative Solutions, Inc.*	TXu000544072	3/18/1992	Anthropomorphic dummy calibration lab program
Humanetics Innovative Solutions, Inc.*	VAu000285328	12/21/1993	Assy complete, pendulum beam; drawing no. TE-200-261
Humanetics Innovative Solutions, Inc.*	VAu000285326	12/21/1993	Head positioning gauge, H2/H3: drawing no. TE-105-G
Humanetics Innovative Solutions, Inc.	VA0001849356	1/3/2013	WS50
Humanetics Innovative Solutions, Inc.*	VAu000285327	12/21/1993	Weldment pendulum beam: drawing no. TE-248
Humanetics Innovative Solutions, Inc.*	TXu001110288	4/24/ 2003	181-000 SID-Ils drawing package

¹ The indicated copyright registrations are currently on record in the name of the Company's prior name, Safety Technology Systems, Inc. The name changes have been filed to reflect that the copyrights are held by Humanetics Innovative Solutions, Inc.

Owner¹	Reg. #	Registration	Copyright Title
Humanetics Innovative Solutions, Inc.*	TXu001098749	3/28/2003	Eurosid2 drawing package
Humanetics Innovation Solutions, Inc.	VA0001872109	4/24/2013	Q3 model

2. COPYRIGHT APPLICATIONS

Owner²	Publication Date	Copyright Title
Humanetics Innovative Solutions	1/3/2103	WS05
Humanetics Innovative Solutions	1/3/2013	THOR; and
Humanetics Innovative Solutions	1/3/2013	FLEX-PLI
Humanetics Innovative Solutions	4/24/2013	Q1
Humanetics Innovative Solutions	4/24/2013	Q 1.5
Humanetics Innovative Solutions	1/4/2013	Q6
Humanetics Innovative Solutions	4/24/2013	Q10
Humanetics Innovative Solutions	N/A	Q Family
Humanetics Innovative Solutions	10/10/2013	Computer Model for FLEX-PLI
Humanetics Innovative Solutions	10/21/2013	Computer Model for THOR
Humanetics Innovative Solutions	10/21/2013	Computer Model for Q6
Humanetics Innovative Solutions	10/21/2013	Computer Model for Q1
Humanetics Innovative Solutions	10/21/2013	Computer Model for Q1.5
Humanetics Innovative Solutions	10/10/2013	Computer Model for Q10

3. EXCLUSIVE COPYRIGHT LICENSES

None.

² The indicated copyright registrations are currently on record in the name of the Company's prior name, Safety Technology Systems, Inc. The name changes have been filed to reflect that the copyrights are held by Humanetics Innovative Solutions, Inc.