

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393198

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HUMANETICS INNOVATIVE SOLUTIONS, INC.		07/29/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS LENDING PARTNERS LLC		
<b>Street Address:</b>	30 Hudson Street		
<b>Internal Address:</b>	36TH FLOOR		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3810387	Q	
<b>Serial Number:</b>	77870393		
<b>Registration Number:</b>	3192508	IVEHICLE	
<b>Registration Number:</b>	3192509	ITROLLEY	
<b>Registration Number:</b>	3201118	IDUMMY	
<b>Registration Number:</b>	3201121	IWALL	
<b>Registration Number:</b>	3217103	I CRASH TECHNOLOGY	
<b>Registration Number:</b>	4035911	H HUMANETICS INNOVATIVE SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022637535		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Edward J. Mayle/Milbank Tweed		
<b>Address Line 1:</b>	1850 K Street, N.W.		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		

CH \$215.00 3810387

<b>NAME OF SUBMITTER:</b>	EDWARD J. MAYLE
<b>SIGNATURE:</b>	/Edward J. Mayle/
<b>DATE SIGNED:</b>	07/29/2016
<b>Total Attachments: 6</b> source=8900TRDMARKAGRMT#page1.tif source=8900TRDMARKAGRMT#page2.tif source=8900TRDMARKAGRMT#page3.tif source=8900TRDMARKAGRMT#page4.tif source=8900TRDMARKAGRMT#page5.tif source=8900TRDMARKAGRMT#page6.tif	

## TRADEMARK PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2016, (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 Goldman Sachs Lending Partners LLC ("Goldman Sachs"), 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 Credit Agreement, dated as of July 29, 2016 (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 Goldman Sachs, 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 Guaranty and Security Agreement, dated as of July 29, 2016, 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:

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

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.

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.

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.

Counterparts. This Trademark Security Agreement may be executed in any number of PDF counterparts and by different parties in separate PDF 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.


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.

[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.  
as Grantor

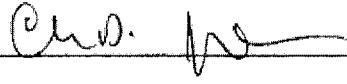
By: 

Name: Thomas L. Harris

Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GOLDMAN SACHS LENDING PARTNERS LLC  
as Agent

By:   
Name:  
Title: Authorized Signatory

**Charles D. Johnston**  
**Authorized Signatory**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005844 FRAME: 0305**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

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, Inc.
U.S.	Q DUMMY	11/11/2009	77/870,393	N/A	N/A	Humanetics Innovative Solutions, Inc.
U.S.	iTrolley	11/28/2005	78/761,662	1/2/2007	3,192,509	Humanetics Innovative Solutions, Inc.
U.S.	iVehicle	11/28/2005	78/761,640	1/2/2007	3,192,508	Humanetics Innovative Solutions, Inc.
U.S.	iDummy	11/28/2005	78/761,524	1/23/2007	3,201,118	Humanetics Innovative Solutions, Inc.
U.S.	iWall	11/28/2005	78/761,593	1/23/2007	3,201,121	Humanetics Innovative Solutions, Inc.
U.S.	iCrash Technology	8/31/2005	78/704,031	3/13/2007	3,217,103	Humanetics Innovative Solutions, Inc.
U.S.	HUMANETICS INNOVATIVE SOLUTIONS	6/14/2010	85/062,184	10/4/2011	4,035,911	Humanetics Innovative Solutions, Inc.