

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Humanetics Innovative Solutions, Inc.		03/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Capital LLC, as Collateral Agent		
Street Address:	1133 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4035911	H HUMANETICS INNOVATIVE SOLUTIONS	
Serial Number:	77870393		
Registration Number:	3810387	Q	
Registration Number:	3201118	IDUMMY	
Registration Number:	3201121	IWALL	
Registration Number:	3192508	IVEHICLE	
Registration Number:	3217103	I CRASH TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Kristin Yohannan, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045-98107		
NAME OF SUBMITTER:	Kristin L. Yohannan		

CH \$190.00 4035911

SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	03/21/2018
Total Attachments: 5 source=2.2 Project Safe - IP Security Agreement (Trademark)#page1.tif source=2.2 Project Safe - IP Security Agreement (Trademark)#page2.tif source=2.2 Project Safe - IP Security Agreement (Trademark)#page3.tif source=2.2 Project Safe - IP Security Agreement (Trademark)#page4.tif source=2.2 Project Safe - IP Security Agreement (Trademark)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated March 21, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ING Capital LLC, as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Documents and the Pledge and Security Agreement.

WHEREAS, Reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among, Safe MergerSub, Inc., a Delaware corporation, (the “Initial Borrower”), Sensor Technology TopCo. Inc. (effective upon the consummation of, and after giving effect to, the Closing Date Acquisition (as defined therein)), a Delaware corporation (the “New Borrower”), Safe Bidco, Inc., a Delaware corporation (“Initial Holdings”), ING Capital LLC, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto, and, pursuant to the Credit Agreement, each Lender has agreed to make Loans upon the terms and subject to the conditions set forth in the Credit Agreement to which such Lender is a party.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Pledge and Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(a) the registered Trademarks (as defined in the Pledge and Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule B hereto (excluding any Excluded Collateral).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the

generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

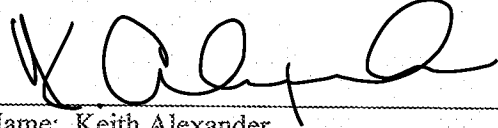
HUMANETICS INNOVATIVE SOLUTIONS,
INC., as Initial Grantor


By: 
Name: James Habel
Title: Treasurer and Secretary

[Signature Page to IP Security Agreement (Trademark)]

TRADEMARK
REEL: 006297 FRAME: 0448

ING CAPITAL LLC, as Collateral
Agent

By: 
Name: Keith Alexander
Title: Managing Director

By: 
Name: Clifford Beltzer
Title: Vice President

SCHEDULE B

United States Trademark Registrations and Trademark Applications

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
H HUMANETICS INNOVATIVE SOLUTIONS	HUMANETICS INNOVATIVE SOLUTIONS, INC.	85062184	14-JUN- 2010	4035911	04-OCT-2011
design	HUMANETICS INNOVATIVE SOLUTIONS, INC.	77870393	11-NOV- 2009	N/A	N/A
Q	HUMANETICS INNOVATIVE SOLUTIONS, INC.	77866679	06-NOV- 2009	3810387	29-JUN-2010
IDUMMY	HUMANETICS INNOVATIVE SOLUTIONS, INC.	78761524	28-NOV- 2005	3201118	23-JAN-2007
IWALL	HUMANETICS INNOVATIVE SOLUTIONS, INC.	78761593	28-NOV- 2005	3201121	23-JAN-2007
IVEHICLE	HUMANETICS INNOVATIVE SOLUTIONS, INC.	78761640	28-NOV- 2005	3192508	02-JAN-2007
I CRASH TECHNOLOGY	HUMANETICS INNOVATIVE SOLUTIONS, INC.	78704031	31-AUG- 2005	3217103	13-MAR- 2007