

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TK Holdings Inc.		04/10/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Joyson Safety Systems Acquisition LLC		
Street Address:	2500 Innovation Drive		
City:	Auburn Hills		
State/Country:	MICHIGAN		
Postal Code:	48326		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87087463	3DS	
Serial Number:	87087470	3D SWITCH	
Serial Number:	87087472	PSC	
Serial Number:	87276911	OMS	
Serial Number:	87276083	DMS	
Registration Number:	3852144	SAFETRAK	
CORRESPONDENCE DATA			
Fax Number:	4046457707		
<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:	4046457700		
Email:	ksvenson@mcciplaw.com		
Correspondent Name:	Kirsten L. Svenson		
Address Line 1:	Meunier Carlin & Curfman LLC		
Address Line 2:	999 Peachtree St. NE, Suite 1300		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	10213-800US1-805US1		
NAME OF SUBMITTER:	Kirsten L. Svenson		
SIGNATURE:	/Kirsten L. Svenson/		
DATE SIGNED:	10/12/2018		

OP \$165.00 87087463

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Assignment"), dated as of April 10, 2018 ("Effective Date"), is entered into by and between TK Holdings Inc., a Delaware corporation ("Assignor"), and Joyson Safety Systems Acquisition LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, Assignor and certain of its Affiliates, and Joyson KSS Auto Safety S.A. ("Plan Sponsor", an Affiliate of Assignee) and certain of its Affiliates have entered into that certain Asset Purchase Agreement, dated as of November 16, 2017, and as amended (the "TK US Purchase Agreement"), pursuant to which Assignor agreed to sell, and cause certain of its Affiliates to sell, and Plan Sponsor agreed to purchase, certain assets, including the Purchased Intellectual Property (as defined in the TK US Purchase Agreement), in each case on the terms and subject to the conditions contained in the TK US Purchase Agreement;

WHEREAS, the TK US Purchase Agreement requires the execution and delivery of this assignment of the Marks included in the Purchased Intellectual Property (including those set forth on Exhibit A attached hereto, referred to herein as the "Assigned Marks") at the U.S. Closing; and

WHEREAS, Assignee hereby desires to purchase, acquire and accept from Assignor, and Assignor hereby desires to sell, transfer, assign, convey and deliver to Assignee, all of Assignor's entire worldwide right, title and interest in, to and under the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

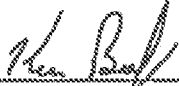
1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the TK US Purchase Agreement.
2. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of its right, title and interest in, to and under the Assigned Marks, together with any and all goodwill connected with and symbolized by the Assigned Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as the same would have been held and enjoyed by Assignor (or its Affiliates, as applicable) if this Assignment had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all statutory and other claims, demands, and causes of action of Assignor or any of its Affiliates, for royalties, fees, or other income from, or infringement, misappropriation or violation of, any of the Assigned Marks, all rights to apply for, maintain and renew all registrations thereof and all right of priority with respect thereto, and all of the proceeds from the foregoing which are accrued and unpaid as of, and/or accruing after, the U.S. Closing.

3. This Assignment is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
4. This Assignment and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the Laws of the State of New York (without giving effect to any principles of conflict of laws of any jurisdiction that would cause the application of other jurisdictions' laws).
5. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned Marks.
6. Assignor further agrees to execute all instruments or documents required or reasonably requested to perfect or record the right, title or interest of Assignee and hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor's agents and attorney in-fact, coupled with an interest to do all other lawfully permitted acts to record, perfect, or otherwise secure that transfer contemplated hereunder.
7. No waiver or amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms and conditions of this Assignment shall be binding unless this Assignment is amended or modified in writing pursuant to the first sentence of this Section 7 except as expressly provided herein.
8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by electronic communications in portable document format (.pdf), each of which shall be deemed an original.

[Signature Page Follows]

TK HOLDINGS INC.

By:



Name: Ken Bowling

Title: Vice President, Chief
Financial Officer, Secretary

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the Effective Date.

As Assignor:

TK Holdings Inc.

By: _____

Name:

Title:

As Assignee:

Joyson Safety Systems Acquisition LLC

By: Matthew Cohn

Name: Matthew Cohn

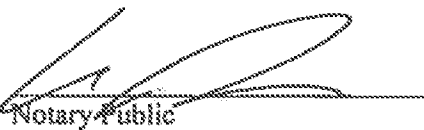
Title: Manager

[Signature Page to Trademark Assignment Agreement]

ACKNOWLEDGMENT AND NOTARY

United States of America
State of New York)
)ss:
County of New York)


The foregoing instrument was acknowledged before me this 9th day of April, 2018 by
Ken Bowling, the duly appointed and VP, CEO and Secretary the
Assignor described in and which executed the within instrument.


Notary Public

Notarial Seal

W. Justin Gilmanin
Notary Public, State of New York
No. 01018322025
Qualified in New York County
Commission Expires March 30, 2018

**EXHIBIT A
ASSIGNED MARKS**

#	Owner	Mark or Name	Country	Filing Date	Serial Number	Registration Number	Registration Date
1.	TK Holdings Inc.	3DS	United States	6/29/2016	87/087463		
2.	TK Holdings Inc.	3D Switch	United States	6/29/2016	87/087470		
3.	TK Holdings Inc.	PSC	United States	6/29/2016	87/087472		
4.	TK Holdings Inc.	OMS	United States	12/21/2016	87/276911		
5.	TK Holdings Inc.	DMS	United States	12/21/2016	87/276083		
6.	TK Holdings Inc.	SafeTrak 	United States	3/26/2009	77/699534	3852144	9/28/2010
7.	TK Holdings Inc.	SafetyShield	United States	2/5/1996	75/053795	2087037	8/12/1997
8.	TK Holdings Inc.	OMS	Europe	6/19/2017	16888521		
9.	TK Holdings Inc.	3DS	Europe	12/14/2016	16165177	16165177	4/19/2017
10.	TK Holdings Inc.	3D Switch	Europe	12/13/2016	16159428	16159428	5/9/2017
11.	TK Holdings Inc.	PSC	Europe	12/13/2016	16159436	16159436	4/19/2017