

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Security Agent for the Secured Parties		10/04/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Highland Industries, Inc.
Street Address:	416 Gallimore Dairy Road, Suite N
City:	Greensboro
State/Country:	NORTH CAROLINA
Postal Code:	27409
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2534214	INFINITY
Registration Number:	2706737	
Registration Number:	2951602	TEN MILE CLOTH
Registration Number:	3477998	HIFLOW
Registration Number:	4448444	INTELLI-POLE
Registration Number:	5370982	HIFLEX
Registration Number:	5403174	HIFLEX ADVANTAGE
Registration Number:	5403175	HIFLEX STRETCH

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 800-494-5225**Email:** ipteam@cogencyglobal.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Connecticut Ave NW, Suite 712**Address Line 2:** COGENY GLOBAL Inc.**Address Line 4:** Washington, D.C. 20036

TRADEMARK

ATTORNEY DOCKET NUMBER:	1493744 TM A
NAME OF SUBMITTER:	William Beynon
SIGNATURE:	/William Beynon/
DATE SIGNED:	10/12/2021

Total Attachments: 7

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RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

This RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST ("**Release**") dated as of October 4, 2021 is made by DEUTSCHE BANK TRUST COMPANY AMERICAS (the "**Security Agent**"), as security agent for the Secured Parties, in favor of HIGHLAND INDUSTRIES, INC., a Delaware corporation (the "**Grantor**"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Master Security Agreement (as defined below) (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain security agreement dated as of April 10, 2018 (as amended, supplemented or otherwise modified from time to time) entered into between, among others, the Grantor and the Security Agent (the "**Master Security Agreement**"), the Grantor executed and delivered to the Security Agent (i) an Intellectual Property Security Agreement Supplement (Trademark Registrations and Trademark Applications) dated April 17, 2018 which was recorded with the PTO at Reel 6355, Frame 0620 on April 19, 2018 (as amended, supplemented or otherwise modified from time to time) (the "**Trademark Security Agreement Supplement**") and (ii) an Intellectual Property Security Agreement Supplement (Patents and Patent Applications) dated April 17, 2018 which was recorded with the PTO at Reel 045582, Frame 0476 on April 19, 2018 (as amended, supplemented or otherwise modified from time to time) (the "**Patent Security Agreement Supplement**"), and together with the Trademark Security Agreement Supplement the "**IP Security Agreement Supplements**", and, together with the Master Security Agreement, the "**Security Agreements**";

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor wherever located, whether now owned or hereafter acquired or arising, in, to and under:

(a)

(i) each Patent owned by the Grantor to the extent included in the Collateral, including, without limitation, each Patent registration and application referred to in Schedule 1 hereto; and

(ii) to the extent not covered by clause (i) above, all proceeds and products thereof, being together the "**Patent Collateral**"; and

(b)

(i) each Trademark to the extent included in the Collateral owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 2 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark (which Trademark Collateral excludes, for clarity, any United States trademark or services application filed on the basis of the Grantor's intent to use such mark, in each case, unless and until evidence of the use of such trademark or service mark in interstate commerce is submitted to, and accepted by, the PTO to the extent that grant of a security interest therein would impair the validity or enforceability of such intent-to-use mark application); and

(ii) to the extent not covered by clause (i) above, all proceeds and products thereof, being together the "**Trademark Collateral**", and together with the Patent Collateral, the "**IP Collateral**";

WHEREAS, the Grantor has requested that the Security Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Security Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements with effect from (and including) the Effective Date (as defined in the payoff letter dated on or about October 4, 2021 delivered by Deutsche Bank AG, Hong Kong Branch, as agent, DB Trustees (Hong Kong Limited), as global security agent, and Deutsche Bank AG, Hong Kong Branch, as new agent, and accepted by Joyson Auto Safety Holdings S.A., for itself and as the parent and obligors' agent).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Security Agent hereby states as follows:

1. Release of Security Interest. Security Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, with effect from (and including) the Effective Date, terminates the Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in the IP Collateral, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the IP Collateral, in each case without recourse to the Security Agent and without representation or warranty of any kind.

2. Further Assurances. With effect from the Effective Date, the Security Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

4. Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[SIGNATURE PAGE FOLLOWS]

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

SIGNED by

for and on behalf of

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

as Security Agent

DocuSigned by:
By: Richard L. Buckwalter
1408D9234E484D2...
Name: Richard L. Buckwalter
Director
Title:

DocuSigned by:
By: Alice Carter
98039157806F463...
Name: Alice Carter
Assistant Vice President
Title:

Acknowledged:

SIGNED by

for and on behalf of
HIGHLAND INDUSTRIES, INC.
as Grantor

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)
)
) _____
) Name: Mark Decker
) Title: Authorized Signatory
)

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

SIGNED by

for and on behalf of

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

as Security Agent

By: _____

Name:

Title:

By: _____

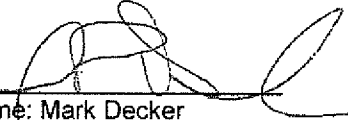
Name:

Title:

Acknowledged:

SIGNED by

for and on behalf of
HIGHLAND INDUSTRIES, INC.
as Grantor

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) 
) Name: Mark Decker
) Title: Authorized Signatory
)

SCHEDULES

SCHEDULE 1 – PATENTS

<u>Country</u>	<u>App Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Applicant/Owner</u>
USA	4/22/2004	10829397	10/2/2007	7276275	Highland Industries, Inc.
USA	7/23/2004	10897126	6/8/2010	7732356	Highland Industries, Inc.
USA	10/4/2004	10956333	12/23/2008	7468334	Highland Industries, Inc.
USA	1/12/2009	12086349	4/2/2013	8408595	Highland Industries, Inc.
USA	1/13/2009	12318966	3/13/2012	8132826	Highland Industries, Inc.
USA	2/6/2012	13367269	7/15/2014	8778130	Highland Industries, Inc.
USA	6/22/2004	10874148	6/15/2010	7735342	Highland Industries, Inc.
USA	7/22/2009	12507458	2/7/2012	8109534	Highland Industries, Inc.
USA	9/3/2009	12553154	10/30/2012	8296911	Highland Industries, Inc.
USA	9/13/2012	13613119	10/11/2016	9464373	Highland Industries, Inc.
USA	1/22/2014	14160713	7/28/2015	9091097	Highland Industries, Inc.
USA	2/27/2013	13779162	1/26/2016	9243682	Highland Industries, Inc.
USA	3/24/2015	14666483	3/21/2017	9599189	Highland Industries, Inc.
USA	9/30/2014	14502079	5/30/2017	9664310	Highland Industries, Inc.
USA	5/21/2015	14718734	8/29/2017	9745750	Highland Industries, Inc.
USA	5/28/2014	14/288621			Highland Industries, Inc.
USA	2/20/2017	15/437068			Highland Industries, Inc.
USA	2/20/2017	15/437078			Highland Industries, Inc.
USA	4/18/2017	15/478418			Highland Industries, Inc.
USA	6/2/2017	15/611920			Highland Industries, Inc.
USA	12/4/2017	15/830130			Highland Industries, Inc.

SCHEDULE 2 – TRADEMARKS

<u>Owner</u>	<u>Mark or Name</u>	<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Highland Industries, Inc.	INFINITY	USA	6/16/2001	76272353	2534214	1/29/2002
Highland Industries, Inc.		USA	4/25/2002	76400194	2706737	4/15/2003
Highland Industries, Inc.	TEN MILE CLOTH	USA	3/1/2004	78376272	2951602	5/17/2005
Highland Industries, Inc.	HIFLOW	USA	6/22/2005	78656059	3477998	7/29/2008
Highland Industries, Inc.	INTELLI-POLE	USA	3/14/2012	85569285	4448444	12/10/2013
Highland Industries, Inc.		USA	7/13/2016	87102185	5370982	2/2/2018
Highland Industries, Inc.	HIFLEX ADVANTAGE	USA	2/20/2017	87341940	5403174	2/13/2018
Highland Industries, Inc.	HIFLEX STRETCH	USA	2/20/2017	87341944	5403175	2/13/2018