

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highland Industries, Inc.		10/04/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Security Agent for the Secured Parties		
Street Address:	60 Wall Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2534214	INFINITY	
Registration Number:	2706737		
Registration Number:	2951602	TEN MILE CLOTH	
Registration Number:	3477998	HIFLOW	
Registration Number:	5370982	HIFLEX	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1493744 TM K		
NAME OF SUBMITTER:	William Beynon		
SIGNATURE:	/William Beynon/		
DATE SIGNED:	10/12/2021		

OP \$140.00 2534214

Total Attachments: 5

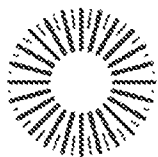
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_____, October 4, 2021

**INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT
(Trademark Registrations and Trademark Applications)**

WHEREAS, Highland Industries, Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns the Trademark Collateral (as defined below);

WHEREAS, the Grantor, among others, Joyson Auto Safety Holdings S.A., the financial institutions named therein as Original Lenders, Deutsche Bank AG, Hong Kong Branch as Agent are parties to a Senior Facilities Agreement dated 28 September, 2021 (as amended, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of _____ October 4, 2021 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") entered into between, among others, the Grantor and Deutsche Bank Trust Company Americas, as Security Agent (the "**Security Agent**", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement
 - (a) "**Trademark**" means all of the following now or hereafter owned by any Grantor: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, and (ii) all goodwill associated therewith or symbolized thereby.
2. **Grant of Security Interest.** To secure the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and mortgage on and pledges and assigns to the Security Agent, its successors and assigns the following properties, assets and rights of the Grantor wherever located, whether now owned or hereafter acquired or arising (all of same being herein called the "**Trademark Collateral**"):
 - (a) 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 1 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 a 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);

(b) to the extent not covered by clause (a), all proceeds and products thereof.

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, while an Event of Default is continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof.


3. **Security Agreement.** The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.
4. **GOVERNING LAW.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.
5. **Submission to Jurisdiction.** The Grantor irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Intellectual Property Security Agreement Supplement or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees, to the fullest extent permitted by applicable Law, that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.
6. **Waiver of Venue.** The Grantor hereby waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Intellectual Property Security Agreement Supplement in any court referred to in Section 5. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
7. **Counterparts.** This Intellectual Property Security Agreement Supplement 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. This Intellectual Property Security Agreement Supplement shall become effective when it shall have been executed by the Security Agent and the Security Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement Supplement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement Supplement.
8. **Effective Date.** Notwithstanding anything to the contrary in this Intellectual Property Security Agreement Supplement (including the date of execution of this Intellectual Property Security Agreement Supplement), this Intellectual Property Security Agreement Supplement and the liens and security interests granted hereunder shall not be effective until the Effective Date (as defined in the Payoff Letter).

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of date first above written.

SIGNED by

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

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

Acknowledged:

SIGNED by

and

for and on behalf of
**DEUTSCHE BANK TRUST COMPANY
AMERICAS**
as Security Agent

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of date first above written.

SIGNED by)
)
)
for and on behalf of)
HIGHLAND INDUSTRIES, INC.) Name: Mark Decker
as Grantor) Title: Authorized Signatory
)


Acknowledged:

SIGNED by)
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and)
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)
for and on behalf of)
DEUTSCHE BANK TRUST COMPANY)
AMERICAS)
as Security Agent)

DocuSigned by:
Richard L. Buckwalter
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Richard L. Buckwalter
Director

DocuSigned by:
Alice Carter
98039157806F483...
Alice Carter
Assistant Vice President

SCHEDULE 1

<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	06/16/2001	76272353	2534214	01/29/2002
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.		USA	7/13/2016	87102185	5370982	2/2/2018