

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810070

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|---|---|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Humanetics Innovative Solutions, Inc. | | 05/12/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Owl Rock Capital Corporation, as Collateral Agent | | |
| Street Address: | 399 PARK AVENUE, 38TH FLOOR | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3810387 | Q | |
| Registration Number: | 3192508 | IVEHICLE | |
| Registration Number: | 3201118 | IDUMMY | |
| Registration Number: | 3201121 | IWALL | |
| Registration Number: | 3217103 | I CRASH TECHNOLOGY | |
| Registration Number: | 4035911 | H HUMANETICS INNOVATIVE SOLUTIONS | |
| Registration Number: | 6670253 | HUMANETICS | |
| Registration Number: | 6670198 | HUMANETICS | |
| Serial Number: | 97788758 | UFONANO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125305219 | | |
| <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: | 212-530-5878 | | |
| Email: | dcip@milbank.com, jgarces@milbank.com | | |
| Correspondent Name: | John Garces, Esq. | | |
| Address Line 1: | 55 Hudson Yards | | |
| Address Line 2: | Milbank, LLP | | |
| Address Line 4: | New York, NEW YORK 10001-2163 | | |

CH \$240.00 3810387

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 42845.00068 |
| NAME OF SUBMITTER: | John Garces, Esq. |
| SIGNATURE: | /John Garces/ |
| DATE SIGNED: | 05/12/2023 |

Total Attachments: 5

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source=04. Humanetics - IP Security Agreement (Trademark) [Executed]#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 May 12, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Owl Rock Capital Corporation, 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, Sensor Technology TopCo. Inc., a Delaware corporation (the “Borrower”), Safe Bidco, Inc., a Delaware corporation (“Initial Holdings”), Owl Rock Capital Corporation, 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 A 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.

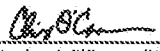
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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]

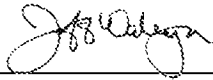
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HUMANETICS INNOVATIVE SOLUTIONS,
INC., as Grantor

By: 
By: Christopher J. O'Connor (May 9, 2023 22:18 EDT)
Name: Christopher J. O'Connor
Title: President and Chief Executive Officer

OWL ROCK CAPITAL CORPORATION, as Collateral
Agent

By: OWL ROCK CAPITAL ADVISORS LLC, its
Investment Advisor

By: 
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

| Trademark | Record Owner | Application Date | Application Number | Registration Number | Registration Date |
|---------------------------------|---------------------------------------|------------------|--------------------|---------------------|-------------------|
| Q | Humanetics Innovative Solutions, Inc. | 11/6/2009 | 77/866,679 | 3,810,387 | 6/29/2010 |
| iVehicle | Humanetics Innovative Solutions, Inc. | 11/28/2005 | 78/761,640 | 3,192,508 | 1/2/2007 |
| iDummy | Humanetics Innovative Solutions, Inc. | 11/28/2005 | 78/761,524 | 3,201,118 | 1/23/2007 |
| iWall | Humanetics Innovative Solutions, Inc. | 11/28/2005 | 78/761,593 | 3,201,121 | 1/23/2007 |
| iCrash Technology | Humanetics Innovative Solutions, Inc. | 8/31/2005 | 78/704,031 | 3,217,103 | 3/13/2007 |
| HUMANETICS INNOVATIVE SOLUTIONS | Humanetics Innovative Solutions, Inc. | 6/14/2010 | 85/062,184 | 4,035,911 | 10/4/2011 |
| HUMANETICS | Humanetics Innovative Solutions, Inc. | 3/15/2021 | 90/580,102 | 6,670,253 | 3/15/2022 |
| HUMANETICS | Humanetics Innovative Solutions, Inc. | 3/4/2021 | 90/560,850 | 6,670,198 | 3/15/2022 |
| UFONANO | Humanetics Innovative Solutions, Inc. | 2/9/2023 | 97/788,758 | N/A | N/A |