

09-05-2003



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102542112

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

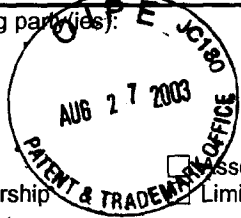
1. Name of conveying party(ies):
Key Plastics LLC.

Individual(s)
 General Partnership
 Corporation-State
 Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment
 Security Agreement
 Other _____

Execution date: April 25, 2003



8-2703

2. Name and address of receiving party(ies):
Name: Citicorp USA, Inc. as "Administrative Agent" and
Citicorp USA, Inc. as
Term C Loan Collateral Agent
388 Greenwich Street, 19th
Street Address: _____ Floor _____

City: New York State: NY Zip: 10013

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s): 78222418

A. Trademark Application No.(s) 78/222,418
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dale Nissenbaum

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremittaggio Phyllis Eremittaggio August 27, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OFFICE OF PUBLICATION RECORDS
AUG 27 2003
FINANCE SECTION

08/12/2003 LMUELLER 00000056 78222418
01 FC:8521 40.00 DP

SCHEDULE 1
to
KEY PLASTICS L.L.C.
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| Trademark | Registration/Application No. |
|--------------|------------------------------|
| INTELLITOUCH | 78-222,418 |

TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2003, by Key Plastics L.L.C., a Michigan limited liability company ("Key"), and each of the other entities which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("CUSA"), as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of April 25, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among Key, Breed Merger Sub, Inc. (to be merged into Breed Technologies, Inc.), KAC Acquisition Company, Breed Acquisition Company, the Lenders and Issuers party thereto, CUSA, as administrative agent for the Lenders and Issuers and as collateral agent for the Revolving and Term B Secured Parties, and CUSA, as collateral agent for the Term C Secured Parties, and Merrill Lynch Capital, a Division of Merrill Lynch Financial Services Inc., as syndication agent for the Lenders and Issuers (the "*Syndication Agent*"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrowers are each party to a Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agent and the Syndication Agent to enter into the Credit Agreement, and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Term C Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Term C Secured Parties, and grants to the Administrative Agent for the benefit of the Term C Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral of such Grantor. For purposes of the grants set forth herein, "*Trademark Collateral*" means:

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent and the Term C Loan Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent and the Term C Loan Collateral Agent with respect to the security interests granted to them in the Trademark Collateral made and 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.

[Signature Page Follows]

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

KEY PLASTICS L.L.C.

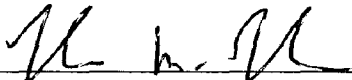
By: 
Name: Larry Schwentor
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002817 FRAME: 0311

ACCEPTED AND AGREED:

CITICORP USA, INC., *as Administrative Agent*

By:  _____

Name: THOMAS M. HALSCH
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002817 FRAME: 0313

SCHEDULE 1
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WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of April 25, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Key, Breed Merger Sub, Inc. (to be merged into Breed Technologies, Inc.), KAC Acquisition Company, Breed Acquisition Company, the Lenders and Issuers party thereto, CUSA, as administrative agent for the Lenders and Issuers and as collateral agent for the Revolving and Term B Secured Parties, and CUSA, as collateral agent for the Term C Secured Parties, and Merrill Lynch Capital, a Division of Merrill Lynch Financial Services Inc., as syndication agent for the Lenders and Issuers (the "Syndication Agent"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrowers are each party to a Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Administrative Agent and the Syndication Agent to enter into the Credit Agreement, and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

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- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent and the Term C Loan Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent and the Term C Loan Collateral Agent with respect to the security interests granted to them in the Trademark Collateral made and 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.

[Signature Page Follows]

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

KEY PLASTICS L.L.C.

By: 

Name: Larry Schwentor

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 002817 FRAME: 0317

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Florida)
)
COUNTY OF Polk) ss.

On this 16th day of May, 2003 before me personally appeared Larry Schwentor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KEY PLASTICS L.L.C, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Mary M. Gerlach
Notary Public
Mary M. Gerlach

ACCEPTED AND AGREED:

CITICORP USA, INC., as *Term C Loan Collateral Agent*

By: 

Name:

Title:

THOMAS M. HALSCH
VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

RECORDED: 08/27/2003

TRADEMARK
REEL: 002817 FRAME: 0319