

01-19-2001



101589006

Original document(s) or copy(ies).

TO: The Commissioner of Patents and T

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #
- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment  
Effective Date Month Day Year  
 December 26, 2000

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/19/2001 DNGUYEN 00000144 1742790

01 FC:481  
02 FC:482

40.00 OP  
350.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002216 FRAME: 0311

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

\*\*

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

212-661-9100

Name

Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1)

Attention: Steven D. Goldberg, Esq.

Address (line 2)

Address (line 3)

230 Park Avenue

Address (line 4)

New York, New York 10169

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

SEE SCHEDULE A ANNEXED

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

SEE SCHEDULE A ANNEXED

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

15

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

390.00

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Preston R. Cappello

Name of Person Signing

*Preston R. Cappello*

Signature

1/18/07

Date

TRADEMARK

REEL: 002216 FRAME: 0312

U.S. Trademarks For Owner: Breed Technologies, Inc.  
Date of Report: 12/15/2000

Docket Number	City Types	Status	Cur App Dt	Current Application	Cur Reg Dt	Current Registration	Renewal	Expiration
TM0002-29	USA	Registered	07/17/1990	74-079176	07/17/1990	1742790	07/17/2000	07/17/2000
Attorney: Client/Division: Agent: STANDLEY Class & Type: IN 9 IN 12 IN 16 Goods:Scientific, Nautical, Surveying, Electric, Photographic,								
TM0003-16	USA	Registered	02/02/1987	642449	05/03/1988	1486719	05/03/2008	05/03/2008
Attorney: MOMO Client/Division: Agent: STANDLEY Class & Type: IN 9 IN 14 IN 16 Goods:Scientific, Nautical, Surveying, Electric, Photographic,								
TM0004-01	USA	Registered	08/06/1981	322508	08/24/1982	1206114	08/24/2002	08/24/2002
Attorney: MOMO FIG. Client/Division: Agent: STANDLEY Class & Type: IN 12 Goods:Vehicles; Apparatus for Locomotion by Land, Air or Water.								
TM0026-03	USA	Docket				2278248		
Attorney: Client/Division: Agent: STANDLEY Class & Type: IN 9 Goods:Scientific, Nautical, Surveying, Electric, Photographic,								
TM0026-04	USA	Docket				2291513		
Attorney: Client/Division: Agent: STANDLEY Class & Type: IN 12 Goods:Vehicles; Apparatus for Locomotion by Land, Air or Water.								
TM0027-03	USA	Docket				2298828		
Attorney: Client/Division: Agent: STANDLEY Class & Type: IN 9 IN 12 Goods:Scientific, Nautical, Surveying, Electric, Photographic,								
TM0028-06	USA	Registered	01/17/1989	73/774699	03/06/1990	1585397	06/06/2000	06/06/2000
Attorney: HAMLIN Client/Division: Agent: STANDLEY Class & Type: Goods:Scientific, Nautical, Surveying, Electric, Photographic,								
TM0029-01	USA	Docket				1792155		
Attorney: Client/Division: Agent: STANDLEY Class & Type: Goods: Goods: 1780826								
TM0029-02	USA	Docket				1780826		
Attorney: Client/Division: Agent: STANDLEY Class & Type: Goods: Goods: 1780826								

Trademarks For Owner: Breed Technologies, Inc.  
 Date of Report: 12/15/2000

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Docket Number  Ctry Types Status  Cur App Dt  Current Application Cur Reg Dt  Current Registration  Renewal  Expiration
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TM0030-01      USA      Docket
Attorney:      Client/Division:      Agent: STANDLEY      Class & Type: IN 9
Mark: DYNAFORCE Goods:Scientific, Nautical, Surveying, Electric, Photographic,
*****
TM0031-01      USA      Docket
Attorney:      Client/Division:      Agent: STANDLEY      Class & Type:
Mark: FORCE IMAGING TECHNOLOGIES & DESIGN Goods:
*****
TM0032-01      USA      Docket
Attorney:      Client/Division:      Agent: STANDLEY      Class & Type:
Mark: UNIFORCE Goods:
*****
TM0033-01      USA      Docket
Attorney:      Client/Division:      Agent: STANDLEY      Class & Type:
Mark: TOPS Goods:
*****
TM0034-01      USA      Docket
Attorney:      Client/Division:      Agent: STANDLEY      Class & Type:
Mark: TOP SYSTEM Goods:
*****
TM0035-01      USA      Docket
Attorney:      Client/Division:      Agent: STANDLEY      Class & Type:
Mark: SYSTEM3 Goods:
*****
  
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## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement ("Agreement"), dated December 26, 2000, is by and between Breed Technologies, Inc., a Delaware corporation ("Debtor"), with its chief executive office at 5300 Allen K. Breed Highway, Lakeland, Florida 33811 and Congress Financial Corporation (Florida), a Florida corporation, in its capacity as collateral agent pursuant to the Collateral Agency Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (in such capacity, "Secured Party"), having an office at 777 Brickell Avenue, Miami, Florida 33131.

### W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor and certain of its affiliates have entered into or are about to enter into financing arrangements with Congress Financial Corporation (Florida) in its capacity as agent pursuant to the Revolving Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (in such capacity, "Revolving Loan Agent") and the financial institutions which are parties to the Revolving Loan Agreement as lenders (each, together with Revolving Loan Agent, individually, a "Revolving Loan Lender" and collectively, "Revolving Loan Lenders") pursuant to which Revolving Loan Lenders (or Revolving Loan Agent on behalf of Revolving Loan Lenders) may make loans and provide other financial accommodations to Debtor as set forth in the Loan Agreement, dated of even date herewith, by and among Debtor, certain of its affiliates and Revolving Loan Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Revolving Loan Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Revolving Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Revolving Loan Lender Agreements"); and

WHEREAS, Debtor has entered into or is about to enter into financing arrangements with Bank of America, N.A. in its capacity as agent pursuant to the Term Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (in such capacity, "Term Loan Agent") and the financial institutions which are parties to the Term Loan Agreement as lenders (each, together with Term Loan Agent, individually, a "Term Loan Lender" and collectively, "Term Loan Lenders") pursuant to which Debtor is

obligated to Term Loan Lenders in respect of certain term loans as set forth in the Term Loan Agreement, dated of even date herewith, by and among Debtor, certain of its affiliates and Term Loan Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being referred to herein as the "Term Loan Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Term Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Term Loan Lender Agreements");

WHEREAS, Lenders have authorized and appointed Secured Party to act for and on behalf of each of them as collateral agent as set forth in the Intercreditor and Collateral Agency Agreement, dated of even date herewith, by and among Lenders and Secured Party, as acknowledged and agreed to by Debtor and certain of its affiliates (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Collateral Agency Agreement"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Revolving Loan Lender Agreements and the Term Loan Lender Agreements (collectively, the "Financing Agreements") and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

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

## 1. GRANT OF SECURITY INTEREST

(a) As collateral security for the prompt payment and performance of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (a) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (b) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the

business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

(b) Notwithstanding anything to the contrary set forth in Section 1(a) above, the types or items of Collateral described in such Section shall not include any rights or interests in any contract, lease, permit, license, charter or license agreement covering any Trademark, as such if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Secured Party is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under Section 9-318 of the UCC or other applicable law or (ii) so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under any such contract, lease, permit, license, charter or license agreement.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender and/or any of their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Revolving Loan Agreement, the Term Loan Agreement, the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Revolving Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the best of the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto (except as set forth on Schedule 7.11 to the Revolving Loan Agreement) and the right and power to grant the security interest and conditional assignment granted hereunder. Except as permitted under Section 3(i) hereof, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder and pursuant to the Revolving Loan Agreement and the Term Loan Agreement, (ii) the security interests permitted under the Revolving Loan Agreement and the Term Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Revolving Loan Agreement or the Term Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate Federal, State or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth on Schedule 7.11 to the Revolving Loan Agreement.



(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Revolving Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party fifteen (15) days' prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided or avoidable, except those Trademarks which are not material and are no longer used or useful in any material respect in the business of Debtor (and does not appear on or is otherwise not affixed to or incorporated in any Inventory (as defined in the Revolving Loan Agreement) or Equipment (as defined in the Revolving Loan Agreement) or is necessary in connection with the Records (as defined in the Revolving Loan Agreement) of Debtor) and has a minimal value. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any

political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtors knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Revolving Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Revolving Loan Agreement and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

Any Event of Default under the Revolving Loan Agreement or the Term Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

## 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and Lenders, whether provided under this Agreement, the Revolving Loan Agreement, the Term Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever with the exception of the licenses set forth on Schedule 7.11 of the Revolving Loan Agreement. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Revolving Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

#### 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Dade County, Florida and the United States District Court for the Southern District of Florida and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed

to its address set forth herein and service so made shall be deemed to be completed ten (10) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

## 7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, ten (10) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Breed Technologies, Inc.  
5300 Allen K. Breed Highway  
Lakeland, Florida 33811  
Attention: Stuart Boyd, Esq. and Legal Department

If to Secured Party: Congress Financial Corporation (Florida)  
777 Brickell Avenue  
Miami, Florida 33131  
Attention: Mr. Steven I. Harnick

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or is cured in a manner satisfactory to Secured Party, if such Event of Default is capable of being cured as determined by Secured Party in good faith. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability corporation, limited liability participation, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of Secured Party and Lenders and their respective successors and assigns and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth

therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

BREED TECHNOLOGIES, INC.

By: *Spina Pappalardo*

Title: *Secretary*

CONGRESS FINANCIAL CORPORATION  
(FLORIDA), as Collateral Agent

By: *Casim Maguire*

Title: *SVP*



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 26<sup>th</sup> day of December, 2000, before me personally came Lizanne Guphill, to me known, who being duly sworn, did depose and say, that ~~he~~<sup>she</sup> is the Secretary of Breed Technologies, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Joanne DeFillippo  
Notary Public

JOANNE DeFILLIPPO  
Notary Public, State of New York  
No. 01DE4988297  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires Nov. 4, 2001

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 26<sup>th</sup> day of December, 2000, before me personally came Casimir Mazurkiewicz, to me known, who, being duly sworn, did depose and say, that he is the SUP of Congress Financial Corporation (Florida), the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Joanne DeFillippo  
Notary Public

JOANNE DeFILLIPPO  
Notary Public, State of New York  
No. 01DE4988297  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires Nov. 4, 2001

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

U.S. Trademarks For Owner: Breed Technologies, Inc.  
Date of Report: 12/15/2000

Docket Number	Ctry	Types	Status	Cur App Dt	Current Application	Cur Reg Dt	Current Registration	Renewal	Expiration
TM0002-29	USA		Registered	07/17/1990	74-079176	07/17/1990	1742790	07/17/2000	07/17/2000
Attorney: Client/Division: Mark: MOMO FIG. IN SINGLE ARROW Agent: STANDLEY Goods:Scientific, Nautical, Surveying, Electric, Photographic,									
TM0003-16	USA		Registered	02/02/1987	642449	05/03/1988	1486719	05/03/2008	05/03/2008
Attorney: Client/Division: Mark: MOMO Agent: STANDLEY Class & Type: IN 9 IN 14 IN 16 Goods:Scientific, Nautical, Surveying, Electric, Photographic,									
TM0004-01	USA		Registered	08/06/1981	322508	08/24/1982	1206114	08/24/2002	08/24/2002
Attorney: Client/Division: Mark: MOMO FIG. Agent: STANDLEY Class & Type: IN 12 Goods:Vehicles; Apparatus for Locomotion by Land, Air or Water.									
TM0026-03	USA		Docket				2278248		
Attorney: Client/Division: Mark: BREED									
TM0026-04	USA		Docket				2291513		
Attorney: Client/Division: Mark: BREED									
TM0027-03	USA		Docket				2298828		
Attorney: Client/Division: Mark: BREED & DESIGN Agent: STANDLEY Class & Type: IN 9 IN 12 Goods:Scientific, Nautical, Surveying, Electric, Photographic,									
TM0028-06	USA		Registered	01/17/1989	73/774699	03/06/1990	1585397	06/06/2000	06/06/2000
Attorney: Client/Division: Mark: HAMLIN Agent: STANDLEY Class & Type: Goods:									
TM0029-01	USA		Docket				1792155		
Attorney: Client/Division: Mark: BREED LOGO OF MAN W/ AIRBAG Agent: STANDLEY Class & Type: Goods:									
TM0029-02	USA		Docket				1780826		
Attorney: Client/Division: Mark: BREED LOGO OF MAN W/ AIRBAG Agent: STANDLEY Class & Type: Goods:									

Trademarks For Owner: Breed Technologies, Inc.  
 Date of Report: 12/15/2000

Pocket Number	Ctry	Types	Status	Cur App Dt	Current Application	Cur Reg Dt	Current Registration	Renewal	Expiration
TM0030-01	USA		Docket				1853151		
Attorney: Client/Division: Agent: STANDLEY Class & Type: IN 9 Goods: Scientific, Nautical, Surveying, Electric, Photographic, Mark: DYNAMAFORCE									
TM0031-01	USA		Docket				1779538		
Attorney: Client/Division: Agent: STANDLEY Class & Type: Goods: FORCE IMAGING TECHNOLOGIES & DESIGN Mark:									
TM0032-01	USA		Docket				1870399		
Attorney: Client/Division: Agent: STANDLEY Class & Type: Goods: UNIFORCE Mark:									
TM0033-01	USA		Docket				75/573284		
Attorney: Client/Division: Agent: STANDLEY Class & Type: Goods: TOPS Mark: TOPS									
TM0034-01	USA		Docket				75/241828		
Attorney: Client/Division: Agent: STANDLEY Class & Type: Goods: TOP SYSTEM Mark: TOP SYSTEM									
TM0035-01	USA		Docket				75/414605		
Attorney: Client/Division: Agent: STANDLEY Class & Type: Goods: SYSTEM3 Mark: SYSTEM3									

International Trademarks For Owner: Breed Technologies, Inc.  
Date of Report: 12/15/2000

Docket Number	Ctry Types	Status	Cur App Dt	Current Application	Cur Reg Dt	Current Registration	Renewal	Expiration
TM002-28	JAPA	Registered	12/05/1985	121241/1985	07/17/1990	2014039	07/17/2000	07/17/2000
Attorney: Client/Division: MOMO FIG. IN SINGLE ARROW Agent: MITTLER Class & Type: NA 17 Goods:								
TM025-01	EURO	C	Docket	Agent:	Class & Type:	Goods:		
Attorney: Client/Division: BREED LOGO								
TM026-01	EURO	C	Docket	822464	Class & Type:	Goods:		
Attorney: Client/Division: BREED Agent: WITHERS								
TM026-02	KORS		Docket	451320	Class & Type: IN 12	Goods: Vehicles; Apparatus for Locomotion by Land, Air or Water.		
Attorney: Client/Division: BREED Agent: MITTLER								
TM026-05	BRAZ		Docket	Agent: MITTLER	Class & Type:	Goods:		
Attorney: Client/Division: BREED Agent: MITTLER								
TM026-06	KORS		Docket	Agent: MITTLER	Class & Type:	Goods:		
Attorney: Client/Division: BREED Agent: MITTLER								
TM026-07	CANA		Docket	Agent: MITTLER	Class & Type:	Goods:	882553	
Attorney: Client/Division: BREED Agent: MITTLER								
TM026-08	JAPA		Docket	Agent: MITTLER	Class & Type:	Goods:	059617/98	
Attorney: Client/Division: BREED Agent: MITTLER								
TM027-01	EURO	C	Docket	822718	Class & Type:	Goods:		
Attorney: Client/Division: BREED & DESIGN Agent: WITHERS								

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 Trademarks For Owner: Breed Technologies, Inc.  
 Date of Report: 12/15/2000  
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Docket Number	Ctry	Types	Status	Cur App Dt	Current Application	Cur Reg Dt	Current Registration	Renewal	Expiration
TM0027-02	BRAZ	Docket			451321				
Attorney: Client/Division: Mark: BREED & DESIGN Agent: MITTLER Class & Type: IN 12 Goods: Vehicles; Apparatus for Locomotion by Land, Air or Water.									
TM0027-04	BRAZ	Docket							
Attorney: Client/Division: Mark: BREED & DESIGN Agent: MITTLER Class & Type: Goods:									
TM0027-05	JAPA	Docket					059618/98		
Attorney: Client/Division: Mark: BREED & DESIGN Agent: MITTLER Class & Type: Goods:									
TM0028-01	FRAN	Docket			1464374				
Attorney: Client/Division: Mark: HAMLIN Agent: MITTLER Class & Type: Goods:									
TM0028-02	GERM	Registered					860043	07/31/2008	07/31/2008
Attorney: Client/Division: Mark: HAMLIN Agent: LATHROP Class & Type: Goods:									
TM0028-04	ITAL	Registered					550332	05/29/2008	05/29/2008
Attorney: Client/Division: Mark: HAMLIN Agent: LATHROP Class & Type: Goods:									
TM0028-05	JAPA	Registered					847211	05/09/2010	05/09/2010
Attorney: Client/Division: Mark: HAMLIN Agent: MITTLER Class & Type: NA 11 Goods: OLD CLASS									
TM0028-07	SING	Registered		05/17/1990	S/3516/90			05/17/1997	05/17/1997
Attorney: Client/Division: Mark: HAMLIN Agent: LATHROP Class & Type: IN 9 Goods: Scientific, Nautical, Surveying, Electric, Photographic,									
TM0028-08	TAIW	Registered					525289	06/01/2001	06/01/2001
Attorney: Client/Division: Mark: HAMLIN Agent: LATHROP Class & Type: Goods:									

Trademarks For Owner: Breed Technologies, Inc.  
 Date of Report: 12/15/2000

Docket Number	Ctry Types	Status	Cur App Dt	Current Application	Cur Reg Dt	Current Registration	Renewal	Expiration
TM0028-09	GBRI	Registered		Agent: LATHROP	09/30/1991	965691	09/30/1998	09/30/1998
Attorney: HAMLIN Mark: HAMLIN								
TM0028-10	FRAN	Registered	05/10/1988	Agent: LATHROP	05/10/1988	1464374	05/09/2008	05/10/2008
Attorney: HAMLIN Mark: HAMLIN								
TM0028-11	ITAL	Registered		Agent: LATHROP	10/16/1991	550332	05/29/2008	05/29/2008
Attorney: HAMLIN Mark: HAMLIN								

**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**SPECIAL POWER OF ATTORNEY**

STATE OF NEW YORK        )  
  ) ss.:  
COUNTY OF NEW YORK    )

KNOW ALL MEN BY THESE PRESENTS, that Breed Technologies, Inc. ("Debtor"), having an office at 5300 Allen K. Breed Highway, Lakeland, Florida 33811 hereby appoints and constitutes Congress Financial Corporation (Florida) ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: December \_\_, 2000

BREED TECHNOLOGIES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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12-20-00 8:48 PM



STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this \_\_\_\_ day of December, 2000, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Breed Technologies, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public