

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313725

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance to RELEASE OF SECOND LIEN INTEREST IN TRADEMARK COLLATERAL and the Receiving and Conveying Party names previously recorded on Reel 005074 Frame 0428. Assignor(s) hereby confirms the RELEASE OF SECOND LIEN INTEREST IN TRADEMARK COLLATERAL. SEE ALSO THE ATTACHED DECLARATION.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH		07/13/2013	Global Financial Services Company: SWITZERLAND

RECEIVING PARTY DATA

Name:	KEY SAFETY SYSTEMS, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KSS HOLDINGS, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KSS ACQUISITION COMPANY
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	BREED AUTOMOTIVE TECHNOLOGY, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	HAMLIN INCORPORATED
	TRADEMARK

Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY ASIAN HOLDINGS, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY AUTOMOTIVE ACCESSORIES, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY AUTOMOTIVE WEST, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY AUTOMOTIVE, LP
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY CAYMAN GP LLC
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY ELECTRONICS OF NEVADA, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314

TRADEMARK

Entity Type:	CORPORATION: DELAWARE
Name:	KEY INTERNATIONAL MANUFACTURING DEVELOPMENT CORPORATION
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY SAFETY RESTRAINT SYSTEMS, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: MICHIGAN
Name:	KEY SAFETY SYSTEMS FOREIGN HOLDCO, LLC
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: DELAWARE
Name:	KEY SAFETY SYSTEMS OF TEXAS, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS
State/Country:	MICHIGAN
Postal Code:	48314
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3737460	KSS
Registration Number:	3737461	KSS KEYSAFETYSYSTEMS
Registration Number:	3737506	KSS
Registration Number:	4109296	INFLATABELT

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: caroline.geiger@weil.com, devon.goldberg@weil.com

Correspondent Name: CAROLINE GEIGER

TRADEMARK

Address Line 1: WEIL, GOTSHAL & MANGES LLP
Address Line 2: 767 FIFTH AVENUE
Address Line 4: NEW YORK, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 78662.0011.A716 (GEIGER)

NAME OF SUBMITTER: Devon J. Goldberg

SIGNATURE: /Devon J. Goldberg/

DATE SIGNED: 08/12/2014

Total Attachments: 10

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS, Stamford Branch		07/17/2013	Bank: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Key Safety Systems, Inc.		
Street Address:	7000 Nineteen Mile Road		
City:	Sterling Heights		
State/Country:	MICHIGAN		
Postal Code:	48314		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4109296	INFLATABELT	
Registration Number:	3737506	KSS	
Registration Number:	3737460	KSS	
Registration Number:	3737461	KSS KEYSAFETYSYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F145621		

OP \$115.00 4109296

NAME OF SUBMITTER:	Karen S. Cottrell
Signature:	/Karen S. Cottrell/
Date:	07/19/2013
Total Attachments: 4 source=Release of Second Lien Interest in Trademark Collateral.for NCR#page2.tif source=Release of Second Lien Interest in Trademark Collateral.for NCR#page3.tif source=Release of Second Lien Interest in Trademark Collateral.for NCR#page4.tif source=Release of Second Lien Interest in Trademark Collateral.for NCR#page5.tif	

**RELEASE OF
SECOND LIEN INTEREST IN
TRADEMARK COLLATERAL**

This **RELEASE OF SECOND LIEN INTEREST IN TRADEMARK COLLATERAL** (this "Partial Release"), dated as of July 17, 2013, is made by UBS AG, Stamford Branch ("UBS") as collateral agent (in such capacity the "Second Lien Collateral Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement) (the "Second Lien Secured Parties"), in favor of Key Safety Systems, Inc., KSS Holdings, Inc. KSS Acquisition Company, Breed Automotive Technology, Inc., Hamlin Incorporated, Key Asian Holdings, Inc., Key Automotive Accessories, Inc., Key Automotive West, Inc., Key Automotive, LP, Key Cayman GP LLC, Key Electronics of Nevada, Inc., Key International Manufacturing Development Corporation, Key Safety Restraint Systems, Inc., Key Safety Systems Foreign Holdco, LLC and Key Safety Systems of Texas, Inc., as grantors ("Grantors").

WHEREAS, certain of the Grantors and UBS, along with Key Automotive of Florida, LLC (f/k/a Key Automotive of Florida, Inc.), are party to (i) that certain Pledge and Security Agreement, dated as of March 8, 2007, as amended and restated as of May 10, 2013 (the "Pledge and Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of March 8, 2007, as assigned and assumed pursuant to the Assignment and Assumption of Security Interests in Trademarks, dated as of December 31, 2012 (the "Trademark Security Agreement") in connection with (x) that certain Second Lien Credit Agreement, dated as of March 8, 2007 (as amended from time to time, the "Second Lien Credit Agreement") among Key Safety Systems, Inc., the Lenders party thereto, and UBS (as successor to Citicorp USA, Inc.), as administrative agent and collateral agent, which was terminated, released and discharged as set forth in that certain second lien Payoff Letter dated as of May 10, 2013 (the "Payoff Letter") and (y) that certain First Lien Credit Agreement, dated as of March 8, 2007, as amended and restated as of May 10, 2013 (as amended, restated, amended and restated or otherwise modified from time to time, the "First Lien Credit Agreement") among Key Safety Systems, Inc., the Lenders and Issuers party thereto, and UBS (as successor to Citicorp USA, Inc.), as administrative agent and collateral agent (in such capacity the "First Lien Collateral Agent"). Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

WHEREAS, Key Safety Systems, Inc. entered into the After-Acquired Trademark Security Agreement (as amended from time to time, the "After-Acquired Trademark Security Agreement") dated as of December 31, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "After-Acquired Trademark Security Agreement") in favor of UBS, as First Lien Collateral Agent and Second Lien Collateral Agent;

WHEREAS, the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on May 15, 2007 at Reel 3542, Frame 0234, the assignment and assumption of certain rights under the Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on January 4, 2013 at Reel 4936, Frame 0049 and the After Acquired Trademark Security Agreement was recorded at the U.S. Patent and Trademark Office on January 4, 2013 at Reel 004936, Frame 0163;

WHEREAS, pursuant to the Pledge and Security Agreement, the Trademark Security Agreement and the After-Acquired Trademark Security Agreement, each Grantor granted to (i) the First Lien Collateral Agent for the benefit of the Secured Parties (as defined in the First Lien Credit Agreement) (the "First Lien Secured Parties") and to secure the Grantors' obligations under the First Lien Credit Agreement and (ii) the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties and to secure the Grantors' obligations under the Second Lien Credit Agreement, in each case, a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"):

(a) all Trademarks owned by such Grantor, including, without limitation, those listed on *Schedule I* hereto (other than any "intent to use" Trademark applications for which a statement of use has not been filed, but only until such statement is filed);

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

WHEREAS, all outstanding obligations under the Second Lien Credit Agreement have been paid in full as set forth in the Payoff Letter and the Second Lien Collateral Agent has agreed to release, relinquish and discharge its right, title and interest in the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Second Lien Collateral Agent hereby agrees as follows:

1. The Second Lien Collateral Agent, hereby releases, relinquishes and discharges in its entirety any and all security interest it has against the Trademark Collateral; *provided, however*, that UBS as First Lien Collateral Agent shall retain its continuing security interest in the Trademark Collateral for the benefit of the First Lien Secured Parties to secure each Grantor's obligations under the First Lien Credit Agreement.

2. The Second Lien Collateral Agent authorizes and requests the U.S. Patent and Trademark Office to record this Partial Release against the Trademark Collateral.

3. This Termination and Partial Release shall be governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Second Lien Collateral Agent has caused this Partial Release to be duly executed as of the date first set forth above.

UBS AG, Stamford Branch,
as Second Lien Collateral Agent

By: Lana Gifas
Name: Lana Gifas
Title: Director

By: Joselin Fernandes
Name: Joselin Fernandes
Title: Associate Director

Schedule I
to
Trademark Security Agreement

A. U.S. REGISTERED TRADEMARKS

#	Country	TRADEMARK	Status	Appln. No.	Appln Date	Reg. No.	Reg. Date	Owner
1.	U.S. Federal	Inflatabelt	Registered	77883664	01-DEC-2009	4109296	06-MAR-2012	Key Safety Systems, Inc.
2.	U.S. Federal	KSS	Registered	77319766	02-NOV-2007	3737506	12-JAN-2010	Key Safety Systems, Inc.
3.	U.S. Federal	KSS	Registered	77283053	19-SEP-2007	3737460	12-JAN-2010	Key Safety Systems, Inc.
4.	U.S. Federal	KSS Keysafetysystems	Registered	77283692	19-SEP-2007	3737461	12-JAN-2010	Key Safety Systems, Inc.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Submission Type: Corrective Assignment

Reel/Frame No.: 5074/0428

Recordation Date: July 19, 2013

Conveying Party: UBS AG, Stamford Branch

Receiving Parties: Key Safety Systems, Inc.
KSS Holdings, Inc.
KSS Acquisition Company
Breed Automotive Technology, Inc.
Hamlin Incorporated
Key Asian Holdings, Inc.
Key Automotive Accessories, Inc.
Key Automotive West, Inc.
Key Automotive, LP
Key Cayman GP LLC
Key Electronics of Nevada, Inc.
Key International Manufacturing Development Corporation
Key Safety Restraint Systems, Inc.
Key Safety Systems Foreign Holdco, LLC
Key Safety Systems of Texas, Inc.

Document Type: Release of Second Lien Interest in Trademark Collateral

Execution Date: July 17, 2013

U.S. Patent and Trademark Office
Assignment Recordations Branch
P.O. Box 1451
Alexandria, VA 22314-1451

DECLARATION OF TOMASZ KULAWIK

I, TOMASZ KULAWIK, do hereby declare that:

1. I am an associate of the law firm WEIL, GOTSHAL & MANGES LLP, attorneys authorized by and under the instruction of counsel for UBS AG, Stamford

Branch, the secured lender ("Lender"), and I have firsthand knowledge of the facts stated herein, and I am therefore authorized to make this declaration.

2. Lender and certain of the grantors KEY SAFETY SYSTEMS, INC., KSS HOLDINGS, INC., KSS ACQUISITION COMPANY, BREED AUTOMOTIVE TECHNOLOGY, INC., HAMLIN INCORPORATED, KEY ASIAN HOLDINGS, INC., KEY AUTOMOTIVE ACCESSORIES, INC., KEY AUTOMOTIVE WEST, INC., KEY AUTOMOTIVE, LP, KEY CAYMAN GP LLC, KEY ELECTRONICS OF NEVADA, INC., KEY INTERNATIONAL MANUFACTURING DEVELOPMENT CORPORATION, KEY SAFETY RESTRAINT SYSTEMS, INC., KEY SAFETY SYSTEMS FOREIGN HOLDCO, LLC and KEY SAFETY SYSTEMS OF TEXAS, INC. ("Grantors") are party to the Assignment and Assumption of Security Interests in Trademarks dated December 31, 2012 (the "Trademark Security Agreement") and the After-Acquired Trademark Security Agreement dated December 31, 2012 (the "After-Acquired Trademark Security Agreement") in favor of Lender in connection with the First Lien Credit Agreement dated March 8, 2007 (the "First Lien Credit Agreement") and the Second Lien Credit Agreement dated March 8, 2007 (the "Second Lien Credit Agreement").

The Trademark Security Agreement was recorded on May 15, 2007 at Reel 3542 Frame 0234, the assignment and assumption of certain rights under the Trademark Security Agreement was recorded on January 4, 2013 at Reel 4936 Frame 0049 and the After-Acquired Trademark Security Agreement was recorded on January 4, 2013 at Reel 4936 Frame 00163, all at the U.S. Patent and Trademark Office Assignment Recordations Branch.

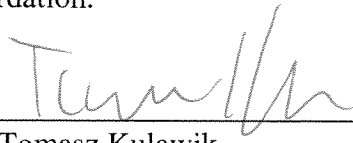
Following the repayment in full of the Second Lien Credit Agreement, Lender executed on July 17, 2013 the Release of Second Lien Interest in Trademark Collateral (the "Release") and recorded it on July 19, 2013 at Reel 5074 Frame 0428 in connection with certain Grantors' four (4) U.S. trademark registrations (the "Trademark Records") identified on the schedule annexed to the Release under the heading "Schedule I to Trademark Security Agreement."

On July 19, 2013, Thomas Fahey of NATIONAL CORPORATE RESEARCH, LTD. filed an Assignment Recordation Cover Sheet (the "Cover Sheet") for the Release with the U.S. Patent and Trademark Office Assignment Recordations Branch which solely identified Key Safety Systems, Inc. as the receiving party instead of all Grantors, misidentified Lender as "UBS, Stamford Branch" instead correctly as "UBS AG, Stamford Branch," and the Cover Sheet did not clearly indicate that the Release was only for the release of the Second Lien Credit Agreement and not for the First Lien Credit Agreement.

Lender through its attorneys hereby submits this Corrective Recordation in order to rectify these errors so that the public record clearly reflects the recordation of the Release against the identified Trademark Records for all Grantors, in Lender's correct name, and only for the Second Lien Credit Agreement and not for the First Lien Credit Agreement.

3. All statements made herein together with the Cover Sheet of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both,

under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the recordation.

By: 
Tomasz Kulawik
Attorney for Lender

Date: 8/7/2014