

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTEREST IN TRADEMARKS - Release of Reel/Frame 5354/0555

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		04/10/2018	Bank:

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:	KEY ASIAN HOLDINGS, INC.
Street Address:	7000 NINETEEN MILE ROAD
City:	STERLING HEIGHTS

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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 OF FLORIDA, LLC
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:	190 ELGIN AVENUE
Internal Address:	GEORGE TOWN
City:	GRAND CAYMAN
State/Country:	CAYMAN ISLANDS
Postal Code:	KY1-9005
Entity Type:	Limited Liability Company: 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:	Limited Liability Company: 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: 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: 212.310.8273

Email: juan.arias@weil.com

Correspondent Name: Jeremy Jenkins

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: J. Jenkins - 78662.0014

NAME OF SUBMITTER: Jeremy Jenkins

SIGNATURE: /Jeremy Jenkins/

DATE SIGNED: 04/12/2018

Total Attachments: 4

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**RELEASE OF
INTEREST IN
TRADEMARKS**

This **RELEASE OF INTEREST IN TRADEMARKS** (this “Release”), dated as of April 10, 2018, is made by UBS AG, Stamford Branch (“UBS”) as collateral agent (in such capacity the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement (as defined below)), in favor of Key Safety Systems, Inc. (the “Company”), KSS Holdings, Inc. (“Holdings”), KSS Acquisition Company (“Intermediate Holdings”), Breed Automotive Technology, Inc., Key Asian Holdings, Inc., Key Automotive Accessories, Inc., Key Automotive of Florida, LLC, Key Cayman GP LLC, Key International Manufacturing Development Corporation, Key Safety Restraint Systems, Inc. and Key Safety Systems Foreign Holdco, LLC as grantors (the Company, Holdings, Intermediate Holdings, and the foregoing, collectively, the “Grantors”). 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, in connection with that certain Credit Agreement, dated as of August 29, 2014 (as amended by Amendment No. 1 to Credit Agreement, dated as of April 2, 2015, Incremental Assumption Agreement, dated as of August 20, 2015, Amendment No. 2 to Credit Agreement, dated as of March 11, 2016 and as further amended, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among Holdings, Intermediate Holdings, the Company, the Restricted Subsidiaries of the Company from time to time party thereto as Designated Borrowers, the Lenders and Issuers party thereto from time to time and UBS, as agent for the Lenders and Issuer, the Company, Holdings and Intermediate Holdings entered into that certain Pledge and Security Agreement, dated as of August 29, 2014 (the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of August 29, 2014 (the “Trademark Security Agreement”), recorded at the U.S. Patent and Trademark Office on August 29, 2014 at Reel/Frame 5354/0555;

WHEREAS, pursuant to the Trademark Security Agreement, 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 Secured Obligations of such Grantor, mortgaged, pledged and hypothecated to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following (all of the following being herein collectively referred to as the “Trademark Collateral”):

(a) all of the Trademarks (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) owned by such Grantor, including, without limitation, those referred to on *Schedule I* hereto;

(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 or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; and

WHEREAS, all outstanding obligations under the Credit Agreement will be paid in full and the 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 Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates, releases, relinquishes and discharges in its entirety its lien on and continuing security interest in, all right, title and interest in the Trademark Collateral and any mortgage, pledge or hypothecate made by any Grantor pursuant to the Trademark Security Agreement over the Trademark Collateral.

2. The Collateral Agent hereby reassigns, grants and conveys to each Grantor (as applicable), any and all of the Collateral Agent's right, title and interest in, to and under the Trademark Collateral.

3. The Collateral Agent authorizes and requests the U.S. Patent and Trademark Office to record this Release against the Trademark Collateral.

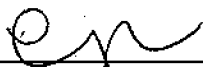
4. At any time and from time to time, upon the written request of any Grantor, the Collateral Agent shall promptly and duly execute and deliver such further instruments and documents and take such further action as such Grantor may reasonably request for the purpose of confirming this Release and the Grantors' right, title and interest in the Trademark Collateral.

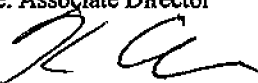
5. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, including, without limitation, Section 5-1401 of the New York General Obligations Law.

[Signature page follows]

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

UBS AG, Stamford Branch,
as Collateral Agent



By: 
Name: Craig Pearson
Title: Associate Director

By: 
Name: Kenneth Chin
Title: Director

[Signature Page to Release of Interest in Trademarks]

**Schedule I
to
Release of Interest in Trademarks**

A. U.S. REGISTERED TRADEMARKS

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
INFLATABELT	Registered	77883664	12/1/2009	4109296	3/6/2012
KSS & Design 	Registered	77319766	11/2/2007	3737506	1/12/2010
KSS	Registered	77283053	9/19/2007	3737460	1/12/2010
KSS <u>KEYSAFETYSYSTEMS &</u> <u>Design</u> 	Registered	77283692	9/19/2007	3737461	1/12/2010

B. U.S. Trademark Applications

None.