

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT																
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee Name previously recorded on Reel 024252 Frame 0807. Assignor(s) hereby confirms the Security Agreement.																
CONVEYING PARTY DATA																	
<table border="1"><tr><td>Name</td><td>Execution Date</td></tr><tr><td>CIT Capital Finance (UK) Limited</td><td>12/18/2009</td></tr></table>		Name	Execution Date	CIT Capital Finance (UK) Limited	12/18/2009												
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CIT Capital Finance (UK) Limited	12/18/2009																
RECEIVING PARTY DATA																	
<table border="1"><tr><td>Name:</td><td>Wilmington Trust (London) Limited</td></tr><tr><td>Street Address:</td><td>6 Broad Street Place</td></tr><tr><td>City:</td><td>London</td></tr><tr><td>State/Country:</td><td>UNITED KINGDOM</td></tr><tr><td>Postal Code:</td><td>EC2M-7JH</td></tr></table>		Name:	Wilmington Trust (London) Limited	Street Address:	6 Broad Street Place	City:	London	State/Country:	UNITED KINGDOM	Postal Code:	EC2M-7JH						
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PROPERTY NUMBERS Total: 7																	
<table border="1"><tr><td>Property Type</td><td>Number</td></tr><tr><td>Patent Number:</td><td>7086273</td></tr><tr><td>Patent Number:</td><td>6982409</td></tr><tr><td>Patent Number:</td><td>5317931</td></tr><tr><td>Patent Number:</td><td>5589651</td></tr><tr><td>Patent Number:</td><td>5741989</td></tr><tr><td>Patent Number:</td><td>5526707</td></tr><tr><td>Patent Number:</td><td>5528943</td></tr></table>		Property Type	Number	Patent Number:	7086273	Patent Number:	6982409	Patent Number:	5317931	Patent Number:	5589651	Patent Number:	5741989	Patent Number:	5526707	Patent Number:	5528943
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CORRESPONDENCE DATA																	
Fax Number: (206)359-9219 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
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Address Line 4: Seattle, WASHINGTON 98111-1247																	

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NAME OF SUBMITTER:

Stephen E. Arnett

**Total Attachments: 20**

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DATED 18 December

2009

(1) FTSA HOLDINGS LIMITED

(as FTSA)

(2) CIT CAPITAL FINANCE (UK) LIMITED

(as the Retiring Security Trustee)

(3) CIT CAPITAL FINANCE (UK) LIMITED

(as Retiring Senior Facility Agent)

(4) WILMINGTON TRUST (LONDON) LIMITED

(as Successor Security Trustee)

(5) WILMINGTON TRUST (LONDON) LIMITED

(as Successor Senior Facility Agent)

-and-

(6) SAFETY TECHNOLOGY DEBT HOLDINGS, INC.

(as the Senior Lender)

**DEED OF RESIGNATION  
AND APPOINTMENT OF  
SECURITY TRUSTEE AND  
SENIOR FACILITY AGENT**

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THIS DEED is made on

18 December

2009

**BETWEEN:**

- (1) **FTSA HOLDINGS LIMITED ("FTSA")** for itself and on behalf of the other Obligor;
- (2) **SAFETY TECHNOLOGY DEBT HOLDINGS, INC.** (as the "Senior Lender");
- (3) **CIT CAPITAL FINANCE (UK) LIMITED** (as the "Retiring Security Trustee");
- (4) **CIT CAPITAL FINANCE (UK) LIMITED** (as the "Retiring Senior Facility Agent");
- (5) **WILMINGTON TRUST (LONDON) LIMITED** (as the "Successor Security Trustee");  
and
- (6) **WILMINGTON TRUST (LONDON) LIMITED** (as the "Successor Senior Facility Agent").

**WHEREAS:**

- (A) Pursuant to the intercreditor agreement dated 10 August 2006 made between, inter alios, (1) CIT Capital Finance (UK) Limited as Security Trustee, Senior Arranger, Senior Facility Agent, Mezzanine Arranger and Mezzanine Facility Agent; (2) the Senior Lenders (as set out therein); (3) CIT Bank Limited as Senior Issuing Bank; (4) the Mezzanine Lenders (as set out therein); (5) the Investors (as set out therein); (6) FTSA (as Newco) and (7) the subsidiaries of FTSA (as set out therein) as amended by an amendment letter dated 10 July 2007 and as may be further amended, supplemented, restated and/or novated from time to time) ("**Intercreditor Deed**"), the Retiring Security Trustee holds the benefit of the Trust Property on trust for itself and the other Beneficiaries.
- (B) Pursuant to the senior facilities made available to FTSA dated 10 August 2006 and made between (1) FTSA (as Newco), (2) the Lenders (as set out therein), (3) - (5) CIT Capital Finance (UK) Limited as Arranger, as Agent and as Security Trustee and (6) CIT Bank Limited as the Issuing Bank (as amended by an amendment and restatement agreement dated 23 November 2006 and as further amended and restated by a second amendment and restatement agreement dated 10 July 2007 and as may have been further amended, supplemented, restated and/or novated from time to time) ("**Senior Facilities Agreement**") the Retiring Senior Facility Agent was appointed as "Agent" for the Finance Parties under and as defined in the Senior Facilities Agreement.
- (C) Pursuant to clause 32.18.2 (*Additional Trustees*) of the Intercreditor Deed, the Retiring Security Trustee wishes to retire as, and the Successor Security Trustee wishes to be appointed as, the Security Trustee to hold the Trust Property on behalf of itself and the other Beneficiaries.

- (D) Pursuant to clauses 31.11(b), (d), (e) and (f) (*Resignation of Agent*) of the Senior Facilities Agreement, the Retiring Senior Facility Agent wishes to retire as, and the Successor Senior Facility Agent wishes to be appointed as the Senior Facility Agent to act as Agent (as defined in the Senior Facilities Agreement) under and in connection with the Finance Documents (as defined in the Senior Facilities Agreement).
- (E) The Senior Lender consents to the retirement of the Retiring Security Trustee and the Retiring Senior Facility Agent and the appointment of the Successor Security Trustee and the Successor Senior Facility Agent.
- (F) The Parties enter into this Deed in order to effect the resignation of (i) the Retiring Security Trustee as Security Trustee (ii) the Retiring Senior Facility Agent as Senior Facility Agent and (iii) the appointment by the Senior Lender of (A) the Successor Security Trustee as Security Trustee and (B) the Successor Senior Facility Agent as Senior Facility Agent.
- (G) It is intended that this document takes effect as a deed notwithstanding that a Party may only execute it under hand.

**THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 Terms defined in or by reference to the Intercreditor Deed shall, unless the contrary intention appears, have the same meanings when used in this Deed (including the recitals).

1.2 In this Deed,

**"Claim"** means any action, proceeding, claim or demand of any kind (actual or contingent) which may be brought or made against any of the Retiring Security Trustee and/or the Retiring Senior Facility Agent; and

**"Loss"** means any loss, damage, award, cost, fee, charge, penalty or expense (including but not limited to legal and/or professional costs fees and expenses) which the Retiring Security Trustee and/or the Retiring Senior Facility Agent have incurred or sustained or may, directly or indirectly, incur or sustain.

**1.3 Third Party Rights**

1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Rights Act"**) to enforce or to enjoy the benefit of any term of this Deed.

- 1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this deed at any time.

## 2. RETIREMENT AND APPOINTMENT

- 2.1 With effect from the date of this Deed ("**Effective Date**") (which for the avoidance of doubt shall not have the same meaning as the date this Deed is executed), the parties to this Deed (the "**Parties**"), and, in respect of FTSA, on behalf of itself and the Obligors under the Senior Facilities Agreement, consent, agree to and acknowledge the following :
- 2.1.1 the retirement, pursuant to clause 32.18.2 (*Additional Trustees*) of the Intercreditor Deed, of the Retiring Security Trustee from its position as Security Trustee under the Intercreditor Deed and the other Finance Documents and the release of any obligations as Security Trustee thereunder;
  - 2.1.2 the retirement of the Retiring Senior Facility Agent from its position as Senior Facility Agent pursuant to clauses 31.11 (b), (d), (e) and (f) (*Resignation of Agent*) of the Senior Facilities Agreement, clause 30.9 (*Agent Resignation*) of the Intercreditor Deed and the other Finance Documents and the release of any obligations as Senior Facility Agent thereunder;
  - 2.1.3 the appointment of the Successor Security Trustee, pursuant to clause 32.18.2 (*Additional Trustees*) of the Intercreditor Deed, to the position of Security Trustee under the Intercreditor Deed and the other Finance Documents;
  - 2.1.4 the appointment of the Successor Senior Facility Agent to the position of Senior Facility Agent under the Senior Facilities Agreement;
  - 2.1.5 the vesting in the Successor Security Trustee of all the benefit of the Trust Property, including, but not limited to, the Transaction Security Documents; and
  - 2.1.6 subject to clauses 10.2 and 11 of this Deed, the Successor Security Trustee assuming all the rights and obligations of the Retiring Security Trustee under the Finance Documents,
  - 2.1.7 subject to clauses 10.2 and 11 of this Deed, the Successor Senior Facility Agent assuming all the rights and obligations of the Retiring Senior Facility Agent under the Finance Documents,

and the Successor Security Trustee and the Successor Senior Facility Agent each consent to their appointment, the vesting of the benefit of the Trust Property and the assumption of all rights and obligations (as applicable) as set out in this clause 2.1.

2.2 To the extent that the benefit of any Trust Property (including, but not limited to the Transaction Security) does not vest in the Successor Security Trustee by virtue of clause 2.1 above, then the Retiring Security Trustee:

2.2.1 hereby assigns absolutely all of its right, title and interest in such Trust Property to the Successor Security Trustee to be held on the terms of the Intercreditor Deed;

2.2.2 hereby assigns absolutely to the Successor Security Trustee all of the rights, title, interests and benefits under the Intercreditor Deed and in particular clause 19.2 (*Parallel Debt (Covenant to pay the Security Trustee)*) of the Intercreditor Deed; and

2.2.3 undertakes to the Successor Security Trustee that, on request of the Successor Security Trustee, the Retiring Security Trustee shall, if required, be joined in any proceedings with the Successor Security Trustee to enforce the Transaction Security or shall take any steps necessary or desirable to enforce the Transaction Security in its name for and on behalf of the Successor Security Trustee and the Secured Parties;

**PROVIDED** that at all times the Retiring Security Trustee shall have no obligation to the Successor Security Trustee under clause 2.2.3 unless:

(a) the Retiring Security Trustee is satisfied (in its sole opinion) that any such action requested of the Retiring Security Trustee shall not be materially prejudicial to the interests of the Retiring Security Trustee in any capacity or in any manner whatsoever; and

(b) the Retiring Security Trustee is first indemnified to its satisfaction in respect of any Claim or Loss against it arising or which may arise out of or in connection with any of the undertakings in clause 2.2.3.

2.3 FTSA enters into this Deed (for itself and on behalf of the Obligor) to consent, acknowledge and agree to, subject to clauses 10.2 and 11 (*Limitation of Liability of Successor Security Trustee and Successor Senior Agent*):

2.3.1 the assignments under clause 2.2.1 and 2.2.2 of this Deed;



- 2.3.2 the assumption under clause 2.2.1 and 2.2.2 of this Deed by the Successor Security Trustee of all rights and obligations of the Retiring Security Trustee under and in relation to of the Trust Property, as from the date of this Deed; and
- 2.3.3 the assumption by the Successor Senior Facility Agent of all rights and obligations of the Retiring Senior Facility Agent under the Finance Documents, as from the date of this Deed.
- 2.4 For the avoidance of doubt, the Parties hereby acknowledge that the Successor Senior Facility Agent and the Senior Lender under the Senior Facilities Agreement, by their signature to this Deed, have each consented to the appointment of the Successor Security Trustee under the terms of this Deed.

### 3. FURTHER ASSURANCE

- 3.1 Without prejudice to any provision of the Finance Documents, each of the Parties shall, at the reasonable expense of FTSA (notwithstanding the provisions of clause 31.11(d) (*Resignation of the Agent*) of the Senior Facilities Agreement) as soon as reasonably practicable after the Effective Date, do all such things as may be reasonably necessary to give effect to the provisions of this Deed including, but without limitation, any transfer or assumption document, any registration or re-registration of any Transaction Security in the name of the Successor Security Trustee along with any filings and/or notifications in that regard.
- 3.2 The Retiring Senior Facility Agent and Retiring Security Trustee agree that they shall (at the cost and expense of FTSA) make available or deliver such documents or records and provide such assistance as the Successor Senior Facility Agent and Successor Security Trustee (as the case may be) may reasonably require and request after the Effective Date to the extent such information is:
  - 3.2.1 not protected or restricted by any duty or obligation of confidentiality;
  - 3.2.2 information that the Successor Senior Facility Agent and Successor Security Trustee cannot reasonably obtain independently; and
  - 3.2.3 in the possession (or would reasonably be expected to be in the possession of, or if not in the possession of, reasonable efforts would be used to obtain such information) of the Retiring Senior Facility Agent and/or Retiring Security Trustee (as the case may be).
- 3.3 For the avoidance of doubt, no costs or expenses can be claimed by either the Retiring Security Trustee or the Retiring Senior Facility Agent pursuant to this clause 3, nor

shall FTSA have any liability to pay such costs or expenses, to the extent that such work, act or thing undertaken by that Party (giving rise to the associated costs or expenses) was conducted before the Effective Date.

**4. POWER OF ATTORNEY**

The Retiring Security Trustee and FTSA irrevocably appoint the Successor Security Trustee as their attorney (with such full power of substitution) on their behalf and in each of their names or otherwise, at such time and in such manner as the attorney thinks fit to do anything which the Retiring Security Trustee or FTSA has been requested (in writing) by the Successor Security Trustee to do and which either the Retiring Security Trustee or FTSA has become obliged to do pursuant to the terms of this Deed but which either the Retiring Security Trustee or FTSA (as applicable) has not done within 5 Business Days of such written request which the Successor Security Trustee (acting reasonably) considers necessary to transfer the benefit of the Trust Property to the Successor Security Trustee (including but not limited to executing charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to the Trust Property or any asset which is subject to any Transaction Security created or intended to be created by a Transaction Security Document).

**5. RELIANCE**

Except as provided in clauses 7.2 and 7.3 below, each of the Retiring Security Trustee and the Retiring Senior Facility Agent makes no representations or warranties of covenant of any kind regarding the Finance Documents and/or the condition of the Group. Each of the Successor Security Trustee and the Successor Senior Facility Agent acknowledge that it is entering into this Deed based solely upon its own appraisals and investigations concerning the Group and the Finance Documents.

**6. APPOINTMENT OF THE SUCCESSOR SECURITY TRUSTEE AND SUCCESSOR SENIOR FACILITY AGENT**

Subject to the entry into of the Accession Agreements pursuant to clause 8.3 of this Deed, each of the Parties agree that the procedure set out in this Deed in respect of the appointment of the Successor Security Trustee and the Successor Senior Facility Agent is valid and binding under the Finance Documents and that any consultation requirements under 31.11 (*Resignation of the Agent*) of the Senior Facilities Agreement in respect of FTSA or otherwise as required under the Finance Documents have been discharged in full.

**7. REPRESENTATIONS AND WARRANTIES**

7.1 The Parties to this Deed each hereby represent and warrant to each other party to this Deed that:

7.1.1 it has power and capacity to enter into and comply with its obligations under this Deed; and

7.1.2 the signatories to this Deed are duly authorised to enter into this Deed.

7.2 The Retiring Senior Facility Agent represents to the Successor Senior Facility Agent on the Effective Date that:

7.2.1 all the original Finance Documents in the possession of the Retiring Senior Facility Agent have been provided to the Successor Senior Facility Agent; and

7.2.2 except as disclosed to the Successor Senior Agent, and as far as the Retiring Senior Facility Agent is aware (but without enquiry), none of the Senior Documents have been amended since they were originally entered into by the parties thereto save where the amending document has also been provided to the Successor Senior Facility Agent,

and the Retiring Senior Facility Agent acknowledges that the Successor Senior Facility Agent is relying on such representations in entering into this Deed whilst the Successor Senior Facility Agent acknowledges and accepts the basis upon which such representations are given by the Retiring Senior Facility Agent.

7.3 The Retiring Security Trustee represents to the Successor Security Trustee on the Effective Date that:

7.3.1 all the original Finance Documents in the possession of the Retiring Security Trustee have been provided to the Successor Security Trustee; and

7.3.2 except as disclosed to the Successor Security Trustee, and as far as the Retiring Security Trustee is aware (but without enquiry), none of the Transaction Security Documents have been amended since they were originally entered into by the parties thereto, save where the amending document has also been provided to the Successor Security Trustee,

and the Retiring Security Trustee acknowledges that the Successor Security Trustee is relying on such representations in entering into this Deed whilst the Successor Security Trustee acknowledges and accepts the basis upon which such representations are given by the Retiring Security Trustee.

**8. SPECIFIC ACTION AND ACKNOWLEDGEMENTS**

- 8.1 Without limiting anything else in this clause, the Retiring Security Trustee and the Retiring Senior Facility Agent must:
- 8.1.1 on or prior to the Effective Date deliver to the Successor Security Trustee or the Successor Senior Facility Agent (or as such party directs) the documents specified in paragraphs 1 and 3 of Appendix 1 to this Deed;
  - 8.1.2 hold on trust for the Secured Parties any moneys or property received by them after the date of this Deed in their capacity as Retiring Security Trustee or Retiring Senior Facility Agent (as applicable) from any other person under or in respect of the Finance Documents and the transactions contemplated by the Finance Documents; and
  - 8.1.3 pay such moneys (as soon as reasonably practicable but in any event with 15 Business Days of receipt) or deliver such property (as soon as reasonably practicable) to the Successor Security Trustee or the Successor Senior Facility Agent (as applicable).
- 8.2 Without prejudice to clause 10 of this Deed, the Successor Security Trustee and each of the other Parties agree and acknowledge that, from the Effective Date, each Party shall have the same rights and obligations amongst themselves as they would have had if the Successor Security Trustee had been an original party to each Transaction Security Document.
- 8.3 The Successor Security Trustee and Successor Senior Facility Agent respectively undertake to execute the Accession Agreements contemporaneously with the execution of this Deed and deliver copies of the same to the Parties to this Deed, which Accession Agreements will become effective on the Effective Date.
- 8.4 FTSA undertakes to each other Party to this Deed to deliver, to each of the parties to the Intercreditor Deed and contemporaneously with the execution of this Deed, copies of the Accession Agreements executed by the Successor Security Trustee and Successor Senior Facility Agent pursuant to clause 8.3, which Accession Agreements will become effective on the Effective Date.
- 8.5 The Senior Lenders must on or prior to the Effective Date deliver to the Successor Security Trustee or the Successor Senior Facility Agent (or as such party directs) the documents specified in paragraphs 2, 4, 5 and 6 of Appendix 1 to this Deed.

- 8.6 As of the Effective Date, each of the Successor Security Trustee and Successor Senior Facility Agent confirms full discharge of each of the Retiring Security Trustee and the Retiring Senior Facility Agent's obligations under clause 8.1.1 of this Deed.
- 8.7 For the purposes of acceptance of the Successor Security Trustee under clause 38.18.2 of the Intercreditor Deed, the Parties hereby agree and acknowledge that the appointment of the Successor Senior Facility Agent shall be effective immediately on the Effective Date and, immediately following such appointment, the appointment of the Successor Security Trustee shall become effective.

**9. NOTICE**

Each Party acknowledges that this clause constitutes notice to it and in the case of FTSA, notice to each Obligor of the resignation of the Retiring Security Trustee and the Retiring Senior Facility Agent and the appointment of the Successor Security Trustee and the Successor Senior Facility Agreement with effect from the Effective Date.

**10. CONTINUING PROVISIONS**

10.1 Except where inconsistent with the provisions of this Deed, the terms and conditions of the Finance Documents are hereby confirmed and shall remain in full force and effect and the terms of this Deed shall be strictly without prejudice to any of the Finance Parties' rights, powers and discretions under the Finance Documents.

10.2 For the avoidance of doubt the Parties acknowledge and agree that, notwithstanding anything to the contrary in this Deed, the Retiring Security Trustee and Retiring Senior Facility Agent shall each remain entitled to the benefit of the provisions of:

10.2.1 clause 31.10 (*Lenders' indemnity to the Agent and the Security Trustee*) of the Senior Facilities Agreement; and

10.2.2 to the extent set out in clause 32.19 (*Indemnity*) of the Intercreditor Deed, and any other provision for indemnification under the Finance Documents in respect of their respective appointments as Security Trustee and Senior Facility Agent.

**11. LIABILITY OF SUCCESSOR SECURITY TRUSTEE AND SUCCESSOR SENIOR AGENT**

11.1 Each Party agrees and acknowledges that:

11.1.1 the Successor Senior Facility Agent shall not be liable for the acts or omissions of the Retiring Senior Facility Agent in respect of the period during which the Retiring Senior Facility Agent acted as Senior Facility Agent;

- 11.1.2 the Successor Security Trustee shall not be liable for the acts or omissions of the Retiring Security Trustee in respect of the period during which the Retiring Security Trustee acted as Security Trustee;
- 11.1.3 neither the Successor Senior Facility Agent nor the Successor Security Trustee shall be liable in respect of any action, proceeding, matter, liability, claim or demand (whether actual or contingent) arising in consequence of any act of omission on the part of the Retiring Senior Facility Agent and/or Retiring Security Trustee (as the case may be);
- 11.1.4 the Retiring Senior Facility Agent and the Retiring Security Trustee shall only be liable for any act or omission to the extent that the Retiring Security Agent and/or Retiring Senior Facility Agent was obliged, in accordance with a valid instruction under the terms of the Finance Documents, to act or omit to act in accordance with such instruction but failed to do so in accordance with that instruction;
- 11.1.5 to the extent that the Successor Senior Facility Agent and/or the Successor Security Trustee obtains actual knowledge or notice of any such failure set out in clause 11.1.4 above and (a) the relevant failure is capable of remedy and (b) the Successor Senior Facility Agent and/or the Successor Security Trustee becomes obliged to act to remedy that failure in accordance with a valid instruction under the Finance Documents (the "**Rectifying Instruction**"), the Successor Senior Facility Agent or Successor Security Trustee shall be proportionately liable in respect of any action, proceeding, matter, liability, claim or demand (whether actual or contingent) arising in consequence of the Successor Security Trustee's or the Successor Senior Facility Agent's gross negligence or willful default in respect of that Rectifying Instruction;
- 11.1.6 for the avoidance of doubt, the Successor Security Trustee shall not be liable to any party in the event that any Transaction Security Document is not valid and/or enforceable except as a result of the Successor Security Trustee's gross negligence or wilful default; and
- 11.1.7 that each of the Successor Security Trustee and the Successor Senior Facility Agent shall not be liable in respect of any breach of duty or any failure to perform or comply with any obligation set out in any document required for the purposes of performing its functions and role as Successor Security Trustee and the Successor Senior Facility Agent (as the case may be) of

which the Successor Security Trustee and the Successor Senior Facility Agent (as the case may be) is not aware as a result of such documents not having been made available or delivered by the Retiring Security Trustee and/or Retiring Senior Facility Agent pursuant to this Deed.

## **12. NOTICES**

12.1 The address for notices of the Successor Security Trustee is as follows:

**Address:** 6 Broad Street Place, London EC2M 7JH

**Attention of:** Michael Quinlan

**Facsimile:** +44 (0)20 7614 1122

**Tel:** +44 (0)20 7614 1104

12.2 The address for notices of the Successor Senior Facility Agent is as follows:

**Address:** 6 Broad Street Place, London EC2M 7JH

**Attention of:** Michael Quinlan

**Facsimile:** +44 (0)20 7614 1122

**Tel:** +44 (0)20 7614 1104

## **13. FINANCE DOCUMENT**

The Parties agree that this Deed is designated as a Finance Document.

## **14. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all or such counterparts taken together shall be deemed to constitute one and the same instrument.

## **15. GOVERNING LAW**

This Deed (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Deed or its formation) shall be governed by, and construed in accordance with, English law.

## **16. JURISDICTION**

The Courts of England & Wales have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Deed or the legal relationships established by this Deed (including a dispute in relation to any non-contractual obligations arising out of or in connection with this Deed).

IN WITNESS whereof this Deed has been duly executed and delivered on the date first written above.

### Appendix 1

1. All fully executed originals in the possession of the Retiring Senior Facility Agent of all the Senior Documents.
2. Details of each Senior Lender's facility office, including the address, department of the relevant contact(s), the name of the relevant contact(s), phone/fax numbers and email addresses and the relevant standard settlement instructions of each Senior Lender.
3. All documents and other information (but only to the extent not protected by confidentiality restrictions) available to the Senior Lenders by the Retiring Senior Facility Agent on its Intralinks site.
4. A copy of the current mandate/authorised signatories list held on file for FTSA and each Borrower.
5. Full details of all current outstanding Loans from a global perspective (including Borrower name(s)) and Interest Periods, interest rates.
6. Full details of each Senior Lender's Commitment per Facility including Senior Lender shares of drawn Loans.



EXECUTION PAGE

FTSA (for itself and as agent for the Obligors)

EXECUTED as a DEED (but not delivered until the date hereof) by FTSA HOLDINGS LIMITED  
by its duly appointed attorney:

*Tom L. Hance*

In the presence of:

Witness: *[Signature]*  
Name: *MICHAEL JAROUCHE*  
Address: *17463 E. Northville trail*  
*Northville MI 48168*  
Occupation: *VP sales and marketing*  
*FTSS*

Senior Lender

EXECUTED as a DEED (but not delivered )  
until the date hereof) by SAFETY )  
TECHNOLOGY DEBT HOLDINGS, INC. )

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

Name: Chris O'Brien

Title: Vice President

**EXECUTION PAGE**

**FTSA** (for itself and as agent for the Obligors)

**EXECUTED** as a **DEED** (but not delivered until the date hereof) by **FTSA HOLDINGS LIMITED**  
by its duly appointed attorney:

In the presence of:

*Witness:*

*Name:*

*Address:*

*Occupation:*

**Senior Lender**

**EXECUTED** as a **DEED** (but not delivered )  
until the date hereof) by **SAFETY** )  
**TECHNOLOGY DEBT HOLDINGS, INC.** )

By: C. O'Brien

Name: Chris O'Brien

Title: Vice President

**PATENT**

**REEL: 024272 FRAME: 0115**

**The Retiring Security Trustee**

**EXECUTED** as a **DEED** (but not delivered )  
until the date hereof) by **CIT CAPITAL** )  
**FINANCE (UK) LIMITED** by its duly )  
appointed attorney in the presence of: )



**ANDREA STEVENSON**

*Witness:*

*Name:*

**JULIA MCCABE**

*Address:*

**3 NOBLE STREET LONDON**

*Occupation:*

**LAWYER.**

**The Successor Security Trustee**

**EXECUTED** as a **DEED** (but not delivered )  
until the date hereof) by **WILMINGTON** )  
**TRUST (LONDON) LIMITED** by its duly )  
appointed attorney in the presence of: )

*Witness:*

*Name:*

*Address:*

*Occupation:*

**The Retiring Senior Facility Agent**

EXECUTED as a DEED (but not delivered )  
until the date hereof) by CIT CAPITAL )  
FINANCE (UK) LIMITED by its duly )  
appointed attorney in the presence of: )



ANDREA STEVENSON

Witness:

Name:



JULIA MCCABE

Address:

3 NOBLE ST, LONDON

Occupation:

LAWYER

**The Successor Senior Facility Agent**

EXECUTED as a DEED (but not delivered until )  
the date hereof) by WILMINGTON TRUST )  
(LONDON) LIMITED by its duly appointed )  
attorney in the presence of: )

Witness:

Name:

Address:

Occupation:

**The Retiring Security Trustee**

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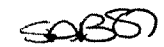
  
MICHAEL QUINN

*Witness:*

*Name:*

*Address:*

*Occupation:*

  
SAJADA AFZAL  
Fifth Floor  
6 Broad Street Place  
London  
EC2M 7JH

RELATIONSHIP  
SPECIALIST

**The Retiring Senior Facility Agent**

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