

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4877652

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
HUMANETICS INNOVATIVE SOLUTIONS, INC.		03/21/2018
RECEIVING PARTY DATA		
Name:	ING CAPITAL LLC, AS COLLATERAL AGENT	
Street Address:	1133 AVENUE OF THE AMERICAS	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10036	
PROPERTY NUMBERS Total: 30		
Property Type	Number	
Patent Number:	7086273	
Patent Number:	RE42418	
Patent Number:	8407033	
Patent Number:	9043187	
Patent Number:	8840404	
Application Number:	13337186	
Patent Number:	8622748	
Patent Number:	9564069	
Patent Number:	9355575	
Patent Number:	9514659	
Patent Number:	9799234	
Application Number:	14164533	
Patent Number:	9754514	
Patent Number:	9721484	
Patent Number:	9715838	
Application Number:	14855886	
Application Number:	14855895	
Application Number:	14980655	
Application Number:	14981034	
Application Number:	15080983	

PATENT

Property Type	Number
Application Number:	15246196
Application Number:	15293100
Application Number:	15341995
Application Number:	15368181
Application Number:	15419168
Application Number:	15445460
Application Number:	15445584
Application Number:	15445498
Application Number:	15636388
Application Number:	15636364

CORRESPONDENCE DATA

Fax Number: (202)835-7586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: KRISTIN YOHANNAN, ESQ.

Address Line 1: 1850 K STREET, NW, SUITE 1100

Address Line 2: MILBANK, TWEED, HADLEY & MCCLOY, LLP

Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045-98107
NAME OF SUBMITTER:	KRISTIN L. YOHANNAN
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	03/21/2018

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 21, 2018, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ING Capital LLC, as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Documents and the Pledge and Security Agreement.

WHEREAS, Reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among, Safe MergerSub, Inc., a Delaware corporation, (the "Initial Borrower"), Sensor Technology TopCo. Inc. (effective upon the consummation of, and after giving effect to, the Closing Date Acquisition (as defined therein)), a Delaware corporation (the "New Borrower"), Safe Bidco, Inc., a Delaware corporation ("Initial Holdings"), ING Capital LLC, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto, and, pursuant to the Credit Agreement, each Lender has agreed to make Loans upon the terms and subject to the conditions set forth in the Credit Agreement to which such Lender is a party.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Pledge and Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the issued and pending Patents (as defined in the Pledge and Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of

all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

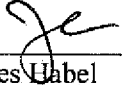
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Pledge and Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

HUMANETICS INNOVATIVE SOLUTIONS,
INC., as Initial Grantor

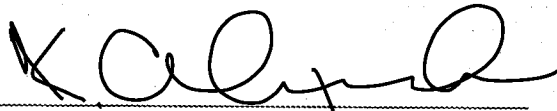
By:  _____

Name: James Habel

Title: Treasurer and Secretary

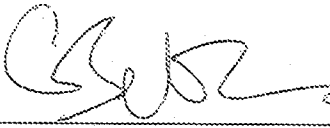
ING CAPITAL LLC, as Collateral Agent

By:


Name: Keith Alexander

Title: Managing Director

By:



Name: Clifford Beltzer

Title: Vice President

SCHEDULE A

United States Patents and Patent Applications

Title	Patent No.	Issue Date	App. No.	App. Date	Owner
FLEXIBLE PRINTED CIRCUIT CABLING SYSTEM FOR CRASH TEST DUMMY	7086273	2006-08-08	10/729,052	2003-12-05	Humanetics Innovative Solutions, Inc.
FLEXIBLE PRINTED CIRCUIT CABLING SYSTEM FOR CRASH TEST DUMMY	RE42418	2011-06-07	12/221,384	2008-08-01	Humanetics Innovative Solutions, Inc.
SYSTEM FOR MODELING DYNAMIC RESPONSE CHANGES IN AN ANTHROPOMORPHIC DUMMY	8407033	2013-03-26	12/819,824	2010-06-21	Humanetics Innovative Solutions, Inc.
METHOD OF MATERIAL MODELING FOR CRASH TEST DUMMY FINITE ELEMENT MODELS	9043187	2015-05-26	13/333,313	2011-12-21	Humanetics Innovative Solutions, Inc.
RIB CAGE ASSEMBLY FOR CRASH TEST DUMMY	8840404	2014-09-23	13/337,192	2011-12-26	Humanetics Innovative Solutions, Inc.
PELVIS ASSEMBLY FOR CRASH TEST DUMMY	N/A	2013-01-03	13/337,186	2011-12-26	Humanetics Innovative Solutions, Inc.
ANKLE ASSEMBLY FOR CRASH TEST DUMMY	8622748	2014-01-07	13/338,760	2011-12-28	Humanetics Innovative Solutions, Inc.
FLEXIBLE SURROGATE SPINE ASSEMBLY FOR CRASH TEST DUMMY	9564069	2017-02-07	13/427,381	2012-03-22	Humanetics Innovative Solutions, Inc.
CHEST BAND ASSEMBLY FOR CRASH TEST DUMMY	9355575	2016-05-31	13/874,660	2013-05-01	Humanetics Innovative Solutions, Inc.
UPPER ARM ASSEMBLY FOR CRASH TEST DUMMY	9514659	2016-12-06	14/147,820	2014-01-06	Humanetics Innovative Solutions, Inc.
SHOULDER ASSEMBLY FOR CRASH TEST DUMMY	9799234	2017-10-24	14/148,927	2014-01-07	Humanetics Innovative

Title	Patent No.	Issue Date	App. No.	App. Date	Owner
					Solutions, Inc.
JOINT ASSEMBLY FOR CRASH TEST DUMMY	N/A	2014-10-02	14/164,533	2014-01-27	Humanetics Innovative Solutions, Inc.
ADJUSTABLE FRICTION JOINT ASSEMBLY FOR CRASH TEST DUMMY	9754514	2017-09-05	14/496,046	2014-09-25	Humanetics Innovative Solutions, Inc.
SHOULDER KIT ASSEMBLY FOR CRASH TEST DUMMY	9721484	2017-08-01	14/740,329	2015-06-16	Humanetics Innovative Solutions, Inc.
POSITIONING TABLE ASSEMBLY FOR CRASH TEST DUMMY	9715838	2017-07-25	14/803,605	2015-07-20	Humanetics Innovative Solutions, Inc.
OMNI-DIRECTIONAL SHOULDER ASSEMBLY FOR CRASH TEST DUMMY	N/A	2016-03-17	14/855,886	2015-09-16	Humanetics Innovative Solutions, Inc.
INTERNAL ORGAN ASSEMBLY FOR CRASH TEST DUMMY	N/A	2016-03-17	14/855,895	2015-09-16	Humanetics Innovative Solutions, Inc.
ADJUSTABLE LUMBAR SPINE ASSEMBLY FOR CRASH TEST DUMMY	N/A	2016-06-30	14/980,655	2015-12-28	Humanetics Innovative Solutions, Inc.
OMNIDIRECTIONAL NECK ASSEMBLY FOR CRASH TEST DUMMY	N/A	2016-06-30	14/981,034	2015-12-28	Humanetics Innovative Solutions, Inc.
ADJUSTABLE SPINE JOINT ASSEMBLY FOR CRASH TEST DUMMY	N/A	2016-10-06	15/080,983	2016-03-25	Humanetics Innovative Solutions, Inc.
CUSTOMIZED CHEST RESPONSE FINITE ELEMENT MODEL FOR CRASH TEST DUMMY AND METHOD	N/A	2017-03-02	15/246,196	2016-08-24	Humanetics Innovative Solutions, Inc.
THREE-DIMENSIONAL RIBS AND METHOD OF THREE-DIMENSIONAL PRINTING OF RIBS FOR CRASH TEST DUMMY	N/A	2017-04-20	15/293,100	2016-10-13	Humanetics Innovative Solutions, Inc.

Title	Patent No.	Issue Date	App. No.	App. Date	Owner
STRING POT SYSTEM FOR CRASH TEST DUMMY	N/A	2017-05-04	15/341,995	2016-11-02	Humanetics Innovative Solutions, Inc.
THREE-Dimensionally PRINTED INTERNAL ORGANS FOR CRASH TEST DUMMY	N/A	2017-06-08	15/368,181	2016-12-02	Humanetics Innovative Solutions, Inc.
RIBS FOR CRASH TEST DUMMY	N/A	2017-09-28	15/419,168	2017-01-30	Humanetics Innovative Solutions, Inc.
CUSTOMIZED NECK RESPONSE FINITE ELEMENT MODEL FOR CRASH TEST DUMMY AND METHOD	N/A	2017-08-31	15/445,460	2017-02-28	Humanetics Innovative Solutions, Inc.
CUSTOMIZED ABDOMEN INSERT RESPONSE FINITE ELEMENT MODEL FOR CRASH TEST DUMMY AND METHOD	N/A	2017-08-31	15/445,584	2017-02-28	Humanetics Innovative Solutions, Inc.
CUSTOMIZED LUMBAR SPINE RESPONSE FINITE ELEMENT MODEL FOR CRASH TEST DUMMY AND METHOD	N/A	2017-08-31	15/445,498	2017-02-28	Humanetics Innovative Solutions, Inc.
THREE-Dimensionally PRINTED INTERNAL FLESH AND ORGANS FOR CRASH TEST DUMMY	N/A	2017-10-19	15/636,388	2017-06-28	Humanetics Innovative Solutions, Inc.
THREE-DIMENSIONAL COMPONENTS AND METHOD OF THREE-DIMENSIONAL PRINTING OF COMPONENTS FOR CRASH TEST DUMMY	N/A	2017-10-19	15/636,364	2017-06-28	Humanetics Innovative Solutions, Inc.