

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMSAFE, INC.		07/22/2011	CORPORATION: DELAWARE
PRECISION WEAVING, INC.		07/22/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2740758	AMSAFE	
Registration Number:	2798629	AMSAFE	
Registration Number:	2880669		
Registration Number:	2742840	AAIR	
Registration Number:	2672741	AAIR-AM-SAFE AVIATION INFLATABLE RESTRAINT	
Registration Number:	3048341		
Registration Number:	3618970	AMSAFE	
Registration Number:	3626306	AMSAFE BRIDPORT	
Registration Number:	3264334	QUICKZIP	
Registration Number:	3243813	C° SAFE	
CORRESPONDENCE DATA			
Fax Number:	(213)830-8743		

CH \$265.00 2740758

900197800

**TRADEMARK
 REEL: 004589 FRAME: 0281**

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley A. Lathrop
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Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.356071
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	07/22/2011

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of July 22, 2011 is made by AMSAFE, INC., a Delaware corporation located at 1043 N. 47th Avenue, Phoenix, AZ 85043 ("AmSafe") and PRECISION WEAVING, INC., a Delaware corporation located at 1043 N. 47th Avenue, Phoenix, AZ 85043 ("Precision," together with AmSafe, each a "Grantor," and collectively, the "Grantors"), in favor of ARES CAPITAL CORPORATION, as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of July 22, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among AP GLOBAL HOLDINGS, INC. ("Holdings"), AP ACQUISITION CORP. (the "Borrower"), the Lenders and the Administrative Agent.

RECITALS

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered that certain Guarantee and Collateral Agreement dated as of July 22, 2011 in favor of the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a setoff right against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto and the goodwill of the business connected with the use of, and symbolized by, each Trademark) (collectively, the "Trademark Collateral"), to the Administrative Agent, for the ratable benefit of the Secured Parties, to secure payment, performance and observance of such Grantor's Secured Obligations.

SECTION 3. Purpose. This 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. The security interest granted hereby has been granted to the Administrative Agent for the ratable benefit of the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GRANTORS:

AMSAFE, INC.

By: 

Name: Dennis E. Gilbert
Title: Chief Financial Officer

PRECISION WEAVING, INC.

By: 

Name: Dennis E. Gilbert
Title: Chief Financial Officer

(Grant of Security Interest in Trademarks)

TRADEMARK
REEL: 004589 FRAME: 0285

ADMINISTRATIVE AGENT:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: SCOTT LEM
Title: ASSISTANT TREASURER

(Grant of Security Interest in Trademarks)

TRADEMARK
REEL: 004589 FRAME: 0286

SCHEDULE A
U.S. TRADEMARKS

GRANTOR	APPLICATION No. / DATE	REGISTRATION No./DATE	MARK
AMSAFE, INC.	76/346091 12/6/01	2,740,758 7/22/03	AMSAFE
AMSAFE, INC.	76/347301 12/7/01	2,798,629 12/23/03	AMSAFE STYLIZED
AMSAFE, INC.	76/370972 2/13/02	2,880,669 9/7/04	DESIGN
AMSAFE, INC.	76/074729 6/21/00	2,742,840 7/29/03	AAIR
AMSAFE, INC.	76/065444 6/7/00	2,672,741 1/7/03	AAIR—AM-SAFE AVIATION INFLATABLE RESTRAINT
AMSAFE, INC.	76/627,802 1/13/05	3,048,341 1/24/06	DESIGN ONLY
AMSAFE, INC.	77/579037 9/25/08	3618970 5/12/09	AMSAFE
AMSAFE, INC.	77/579030 9/25/08	3626306 5/26/09	AMSAFE BRIDPORT
AMSAFE BRIDPORT LIMITED	78/666924 7/8/05	3264334 7/17/07	QUICKZIP
AMSAFE BRIDPORT LIMITED	78/741210 10/26/05	3243813 5/22/07	C° SAFE

PENDING U.S. TRADEMARKS

GRANTOR	APPLICATION No.	MARK	APPLICATION DATE
AMSAFE BRIDPORT LIMITED	79/097701	TARIAN	4/18/11