

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Humanetics Innovative Solutions, Inc.	FORMERLY Safety Technology Systems, Inc.	12/02/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Cortland Capital Market Services LLC, as Agent
Street Address:	225 W. Washington Street
Internal Address:	Suite 2100
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3810387	Q
Registration Number:	3192509	ITROLLEY
Registration Number:	3192508	IVEHICLE
Registration Number:	3201118	IDUMMY
Registration Number:	3201121	IWALL
Registration Number:	3217103	I CRASH TECHNOLOGY
Registration Number:	4035911	H HUMANETICS INNOVATIVE SOLUTIONS
Serial Number:	77870393	

**CORRESPONDENCE DATA**

Fax Number: 6175269899  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 6175269628

CH \$215.00 3810387

Email: cslattery@proskauer.com  
Correspondent Name: Christine Slattery  
Address Line 1: Proskauer Rose LLP  
Address Line 2: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082/013
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	12/05/2013

**Total Attachments: 7**

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2013, (this "Trademark Security Agreement") is made by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Cortland Capital Market Services LLC ("Cortland"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of December 2, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders from time to time party thereto and Cortland, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of December 2, 2013, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

Section 7. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests granted to Cortland, as Agent under the Credit Agreement, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Cortland, as Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of December 2, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the “Intercreditor Agreement”), by and between General Electric Capital Corporation, as First Lien Agent, and Cortland, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

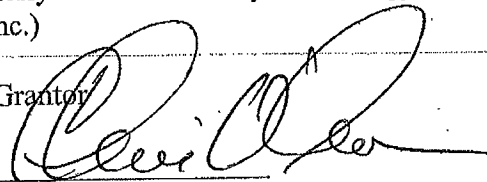
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HUMANETICS INNOVATIVE SOLUTIONS,  
INC. (formerly known as Safety Technology  
Systems, Inc.)

as Grantor

By:



Name: Christopher J. O'Connor  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

CORTLAND CAPITAL MARKET SERVICES LLC  
as Agent

By:   
Name: **Emily Ergang Pappas**  
Title: **Associate Counsel**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
U.S.	Q	11/6/2009	77/866,679	6/29/2010	3,810,387	Humanetics Innovative Solutions
U.S.	iTrolley	11/28/2005	78/761,662	1/2/2007	3,192,509	Humanetics Innovative Solutions
U.S.	iVehicle	11/28/2005	78/761,640	1/2/2007	3,192,508	Humanetics Innovative Solutions
U.S.	iDummy	11/28/2005	78/761,524	1/23/2007	3,201,118	Humanetics Innovative Solutions
U.S.	iWall	11/28/2005	78/761,593	1/23/2007	3,201,121	Humanetics Innovative Solutions
U.S.	iCrash Technology	8/31/2005	78/704,031	3/13/2007	3,217,103	Humanetics Innovative Solutions
U.S.	HUMANETICS INNOVATIVE SOLUTIONS	6/14/2010	85/062,184	10/4/2011	4,035,911	Humanetics Innovative Solutions, Inc.
U.K.	1 First Technology Innovative Solutions	8/22/2000	2,243,188	2/8/2002	2,243,188	Humanetics Innovative Solutions, Inc.
U.K.	FIRST TECHNOLOGY	8/22/2000	2,243,193	2/15/2002	2,243,193	Humanetics Innovative Solutions, Inc.
Community Trademarks	HUMANETICS INNOVATIVE SOLUTIONS (Word & Design)	6/14/2010	9174558	12/6/2010	9,174,558	Humanetics Innovative Solutions, Inc.



Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
Japan	HUMANETICS INNOVATIVE SOLUTIONS (Design & Color)	6/16/2010	2010- 047733	1/20/2012	5,464,420	Humanetics Innovative Solutions, Inc.

2. TRADEMARK APPLICATIONS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
U.S.	Q DUMMY	11/11/2009	77/870,393	N/A	N/A	Humanetics Innovative Solutions