

RECORDATION FORM COVER
TRADEMARKS ONLY

10-07-1998

IMERCE
rk Office



100845283

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the a

1. Name of conveying party(ies):

Mace Trademark Corp.

10-1-98

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: **July 14, 1998**

2. Name and address of receiving party(ies)

Name: **Federal Laboratories, Inc.**

Internal Address: _____

Street Address: **1900 North Loop**

City: **Casper** State: **WY** ZIP: **82601**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **Delaware**
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,909,927; 888,911; 1,656,201

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Evan H. Katz, Esq.**

Internal Address: **Kane Kessler, P.C.**

Street Address: **1350 Avenue of the Americas**

City: **New York** State: **NY** ZIP: **10019**

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ **90.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

10/02/1998 DWGUYEN 00000167 1909927

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Evan H. Katz

Name of Person Signing

Signature

August 6, 1998

Date

Total number of pages including cover sheet, attachments, and document: **5**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1795 FRAME: 0810

**GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MACE TRADEMARK CORP., a Delaware corporation, with an office at 160 Benmont Avenue, Bennington, Vermont 05201 (the GRANTOR) hereby assigns, grants and mortgages to FEDERAL LABORATORIES, INC., a Delaware corporation with an office at 1900 North Loop, Casper, Wyoming 82601. (the GRANTEE), a security interest in (i) all of the GRANTOR'S right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, and (ii) all of the GRANTOR'S right, title and interest in and to the United States patents (the "Patents") set forth in Schedule B attached hereto.

THIS AGREEMENT is entered into to secure the full and prompt performance of all the Obligations of the GRANTOR, as such term is defined in the Trademark and Patent Security Agreement among the GRANTOR and the GRANTEE, dated as of July/4 , 1998.

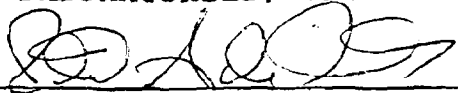
This Agreement has been entered into in conjunction with the security interest granted to the GRANTEE under the Trademark and Patent Security Agreement. The rights and remedies of the GRANTEE with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Trademark and Patent Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Trademark and Patent Security Agreement, the provision of the Trademark and Patent Security Agreement shall govern.

The undersigned have executed this Agreement as of the date first above written.

MACE TRADEMARK CORP.

By: 
Name:
Title: CFO

FEDERAL LABORATORIES, INC.

By: 
Name:
Title:

SCHEDULE A

Mark	Goods	Reg. No. Serial No.	Reg. Date Filing Date
MACE	Self-defense products, namely tear gas, pepper and dye spray weapons	1,909,927	08/08/95
MACE	Volatile liquid preparation for temporarily incapacitating persons	888,911	04/07/70
PEPPER MACE	Non-explosive defensive weapon in the nature of an organic irritant packaged in an aerosol container	1,656,201	09/10/91
MACE (Mexico)	Protection weapons for self-defense, based upon chemical products and liquid form, especially in spray form	527418	07/30/96
MACE (European Community)	See Attached	S.N. 000422410	12/27/96

P:\USERS\JM\SCHED A).715
July 14, 1998

Trade mark :

SCHEDULE A

Application No. : 000422410

Your reference : 53MA9801

Trade mark : MACE

Applicant :

Mace Security International, Inc.
160 Benmont Avenue
Bennington, Vermont 05201
ESTADOS UNIDOS (EE UU)

List of goods and services :

- 6 Common metals and their alloys; metal building materials; transportable buildings of metal; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; safes; ores; locking devices for doors and windows;
- 9 Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus, as far as included in class 9; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers, fire-extinguishing apparatus; alarms, in particular composed of the afore-mentioned goods;
- 13 Firearms, in particular gas pistols and arms for the use with chemical ammunition; ammunition and projectiles including ammunition filled with chemical substances; defense spray;

SCHEDULE A

Mark	Goods	Reg. No. Serial No.	Reg. Date Filing Date
COOL-IT	A decontaminant spray	Unregistered	
PEPPERFOAM	Irritant foam spray	Unregistered	
THUNDER-BOLT	A distracting device	Unregistered	
PEPPER FORTIFIED MACE	A OC defense spray	Unregistered	
CN MACE	A CN defense spray	Unregistered	
CS-MACE	Non-Explosive Defensive Weapons in the Nature of Tear Gas	Unregistered	
PEPPER 10	A 10% OC defense spray	Unregistered	
MAGNUM MACE	Personal Defense Spray	Unregistered	