

11-03-1998



To the Honorable Commissioner

100866158

Attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies):

Total Safety, Inc.
1111 Wilcrest Green, Suite 425
Houston, Texas 77042

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation -- State: Texas
 Other:

Additional Name(s) of Conveying Party(ies) Attached

10-19-98

2. Name and Address of Receiving Party(ies):

Heller Financial, Inc.
500 West Monroe
Chicago, Illinois 60661

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

Additional Name(s) of Receiving Party(ies) Attached

Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

Assignment
 Security Agreement
 Merger
 Change of Name
 Other:

Execution Date: 06/30/98

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) < 1993338 1993147 >

Additional Numbers Attached

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells
Gardere & Wynne, L.L.P.
1601 Elm Street, Suite 3000
Dallas, Texas 75201

214-999-4632 - Telephone
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved: 2

7. Total Fee (37 CFR 3.41): \$ 65.00

Enclosed
 Authorized to be Charged to Deposit Account
 Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

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

Theodore F. Shiells
Theodore F. Shiells, Reg. No. 31,569
Date: Oct. 15, 1998

Sherri O. Byrd
Date: October 15, 1998
Sherri O. Byrd

Mail To: Commissioner of Patents and Trademarks,
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 7

11/14/1998 0000027 1993338 40.00 US 25.00 US 01 FI-401 02 FI-402

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on:

TRADEMARK SECURITY AGREEMENT

WHEREAS, TOTAL SAFETY, INC., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Heller Financial, Inc. ("Agent") and the lenders named therein are parties to a Credit Agreement dated as of June 30, 1998 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Agent and certain other financial institutions that are parties to the Credit Agreement or become lenders pursuant to assignments under Section 8 of the Credit Agreement (Agent and such other lenders are collectively called "Lenders"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 30, 1998 (as same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Secured Obligations (as therein defined);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

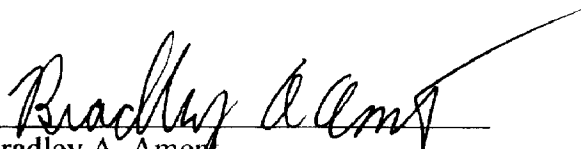
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of June, 1998.

TOTAL SAFETY, INC.

By: 
W. Bruce Bown
Chief Executive Officer

Acknowledged:

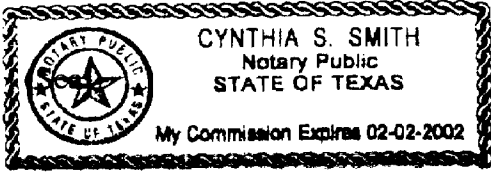
HELLER FINANCIAL, INC., as Agent

By: 
Bradley A. Amer
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 30th day of June 1998, before me personally appeared W. Bruce Bown, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Chief Executive Officer of Total Safety, Inc., who being by me duly sworn, did depose and say that he is Chief Executive Officer of Total Safety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

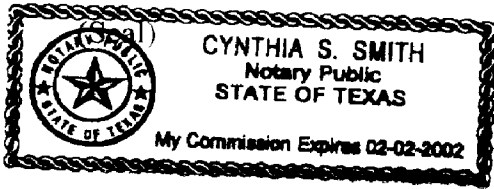


Cynthia S. Smith
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 30th day of June 1998, before me personally appeared Bradley A. Ament, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Heller Financial, Inc., who being by me duly sworn, did depose and say that he is Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Cynthia S. Smith
Notary Public in and for the State of Texas

**SCHEDULE 1
TO TRADEMARK
SECURITY AGREEMENT**

UNITED STATES TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Total Safety, Inc.	Total Safety	United States	1,993,338	8/13/96
Total Safety, Inc.	Total Safety	United States	1,993,147	8/13/96

UNITED STATES TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK REGISTRATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

UNREGISTERED TRADEMARKS

None.