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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Jackson Products, Inc.
2997 Clarkson Road
Chesterfield, Missouri 63017

A Delaware corporation.

2. Name and address of receiving party:

Fleet National Bank
(formerly known as BankBoston, N.A.), as Agent
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: First Supplemental Trademark Collateral Security and Pledge Agreement, attached hereto as Exhibit 1.

Execution date: October 10, 2001

4. Application numbers and registration numbers:

A. Trademark registration numbers:

See attached Annex.

2483107

10/23/2001 6TON11 00000145 2483107

01 FC:481
02 FC:482

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400.00 DP

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RECEIVED
COMMERCIAL
REGISTERED

B. Trademark application numbers:

See attached Annex.

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

Rylan O. Rawlins, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

6. Total number of applications and registrations involved: 17

7. Total fee enclosed: \$440

8. Deposit account number: Not applicable

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.



Rylan O. Rawlins, Esq.
October 17, 2001

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): [10]

Mail documents to be recorded with required cover sheet information to:

United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4
Room 335
Washington, D.C. 20231

ANNEX

**Supplemental Trademarks Issued by
United States Patent and Trademark Office**

<u>Title</u>	<u>United States Registration No.</u>	<u>Registration Date</u>
APCP	2,483,107	August 28, 2001
LIFE GUARD	714,439	April 25, 1961
PRIZM	2,394,300	October 10, 2000
QUIK TRIK	945,131	October 17, 1972
SNUGSIDE	864,229	January 28, 1969
UNIGOGGLE	858,564	October 15, 1968
WRAP-A-ROUND	1,764,228	April 13, 1993

**Supplemental Trademarks Pending with
United States Patent and Trademark Office**

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
ALLSAFE SAFETY EYEWEAR	76/223,923	March 12, 2001
HEADTURNERS	76/003,415	March 7, 2000
HYBRID	75/672,744	April 1, 1999
INTELLISENSE	76/307,680	August 31, 2001
JP INC & DESIGN	76/230,163	March 23, 2001
JP INC & DESIGN	76/230,164	March 23, 2001
JP INC & DESIGN	76/230,155	March 23, 2001
JP INC & DESIGN	76/236,397	April 6, 2001
JP INC & DESIGN	76/230,615	March 23, 2001
JP INC & DESIGN	76/256,752	May 14, 2001

**FIRST SUPPLEMENTAL TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This **FIRST SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Agreement") dated as of October 10, 2001, by and between **JACKSON PRODUCTS, INC.**, a Delaware corporation having its principal place of business at 2997 Clarkson Road, Chesterfield, Missouri 63017 (the "Assignor") and **FLEET NATIONAL BANK (f/k/a BANKBOSTON, N.A.)**, as Agent (the "Agent") for itself and the other lending institutions (collectively, the "Banks") which are or may in the future become parties to the Revolving Credit and Acquisition Loan Agreement, dated as of April 22, 1998 (as amended and in effect from time to time, the "Credit Agreement") among Assignor, the Agent and the Banks.

RECITALS

WHEREAS, in connection with the execution and delivery of the Credit Agreement, the Assignor entered into the Security Agreement, dated as of April 22, 1998 (the "Security Agreement"), pursuant to which the Assignor has granted to the Agent, for the benefit of the Agent and the Banks, to secure the payment and performance in full of all of the Obligations (as defined in the Credit Agreement), a security interest in and a pledge and assignment of the Collateral (as defined in the Security Agreement);

WHEREAS, in connection with the execution and delivery of the Credit Agreement and the Security Agreement, the Assignor and the Agent entered into a certain Trademark Collateral Security and Pledge Agreement dated as of April 22, 1998 (as amended, restated, modified or supplemented and in effect from time to time, the "Original Trademark Collateral Assignment") which was recorded with the United States Patent and Trademark Office (the "PTO") on or about June 5, 1998 (Trademark Reel Number 1737 and Frame Number 0240), pursuant to which the Assignor granted to the Agent, for the benefit of the Agent and the Banks, a security interest in and collateral assignment of all of the Assignor's Trademarks, as such term is defined in the Original Trademark Collateral Assignment, and which Original Trademark Collateral Assignment was supplemental to the provisions of the Security Agreement; and

WHEREAS, subsequent to the execution, delivery and recording of the Original Trademark Collateral Assignment, the Assignor has informed the Agent that the Assignor has obtained legal title to additional trademark applications as set forth on Schedule A hereto (such trademark applications being collectively referred to herein as the "Supplemental Pledged Trademarks");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement, the Security Agreement, and the Original Trademark Collateral Assignment, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant of a security interest in the Supplemental Pledged

Trademarks to the Agent for the benefit of the Agent and the Banks, as contemplated by the Original Trademark Collateral Assignment;

NOW, THEREFORE, the Assignor and the Agent, in consideration of the promises set forth in the Credit Agreement, the Security Agreement and the Original Trademark Collateral Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein without definition shall have as their respective meanings the definitions as set forth in the Original Trademark Collateral Assignment.

2. **GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

2.1. **Grant of Security Interest.** As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby confirms its grant to the Agent, for the benefit of the Agent and the Banks, pursuant to the Original Trademark Collateral Assignment and the Security Agreement and hereby unconditionally grants to the Agent, for the benefit of the Agent and the Banks, a continuing security interest in and first priority lien on the Supplemental Pledged Trademarks, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Pledged Trademarks to the Agent, for the benefit of the Agent and the Banks (and confirms its pledge, mortgage, and hypothecation of the Supplemental Pledged Trademark to the Agent, for the benefit of the Agent and the Banks pursuant to the Original Trademark Collateral Assignment).

2.2. **Conditional Assignment.** (a) In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Pledged Trademarks provided and confirmed in Section 2.1 hereof, to secure the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Agent (and confirms its grant, assignment, transfer and conveyance to the Agent, pursuant to the Original Trademark Collateral Assignment), BY WAY OF COLLATERAL SECURITY, for the benefit of the Agent and the Banks, the Assignor's entire right, title and interest in and to the Supplemental Pledged Trademarks. The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". THE SECURED PARTY ASSUMES NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

(b) Unless and until there shall have occurred and be continuing an Event of Default and the Agent has notified the Assignor that the license granted hereunder is terminated, the Agent hereby grants to the Assignor the sole and exclusive, non-transferable, royalty-free, worldwide right and license under the Supplemental Pledged Trademarks to make, have made for it, use, sell and otherwise practice the Supplemental Pledged Trademarks for the Assignor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights and assigned to the Agent by the Assignor hereby. The Assignor agrees not to sell, assign, transfer, or sub-license any of its rights or interests in the license granted to the Assignor in this Section 2.2(b), without the prior written consent of the Agent. Any such sub-licenses granted on or after the date hereof shall be terminable by the Agent upon termination of the Assignor's license hereunder.

2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Pledged Trademarks, the Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Original Trademark Collateral Assignment with respect to the Pledged Trademarks, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

2.4. Supplemental to Certain Agreements. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Pledged Trademarks hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Agent in the Collateral (including the Supplemental Pledged Trademarks) pursuant to the Security Agreement, the Original Trademark Collateral Assignment and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Pledged Trademarks (and any and all obligations of the Assignor with respect to the Supplemental Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Pledged Trademarks) provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Original Trademark Collateral Assignment. The Security Agreement, the other Security Documents, the Original Trademark Collateral Assignment and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified, confirmed, adopted and approved.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.

3.1. Schedule A to the Original Trademark Collateral Assignment (the "Original Schedule A"), which sets forth a list of all Trademarks and Trademark Registrations owned by Assignor, is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). The Assignor represents and warrants that, to the best of its knowledge, the Original Schedule A and the New Schedule A collectively constitute a true and complete list of all Trademarks and Trademark Registrations.

3.2. The terms "Trademarks", "Trademark License Rights", "Trademark Registrations", "Trademark Rights" and "Pledged Trademarks", each as defined and used in the Original Trademark Collateral Assignment, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Trademarks, the Supplemental Trademark License Rights, the Supplemental Trademark Registrations, the Supplemental Trademark Rights and the Supplemental Pledged Trademarks.

3.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in the Original Trademark Collateral Assignment, as amended by Sections 3.1 and 3.2 hereof, are true and correct in all material respects on and as of the date hereof, except for representations and warranties which expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Pledged Trademark, (including the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

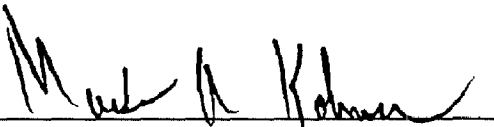
3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Agent with respect to each other and/or the Trademarks (including without limitation the Supplemental Pledged Trademarks) or any portion thereof, as set forth in the Original Trademark Collateral Assignment, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Trademarks (including without limitation the Supplemental Pledged Trademarks) with the same force and effect as though set forth herein in their entirety.

4. **OTHER TERMS AND CONDITIONS OF ORIGINAL TRADEMARK COLLATERAL ASSIGNMENT.** This Agreement incorporates by reference all other terms and conditions contained in the Original Trademark Collateral Assignment to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety. Except as otherwise expressly set forth herein, all terms and conditions of the Original Trademark Collateral Assignment are ratified and confirmed and shall remain in full force and effect. Without limiting the generality of the foregoing, the Assignor expressly affirms all of its obligations under the Original Trademark Collateral Assignment, as supplemented or amended hereby. Nothing herein shall be construed as an amendment, supplement or waiver of any requirements of the Original Trademark Collateral Assignment except as expressly set forth herein.

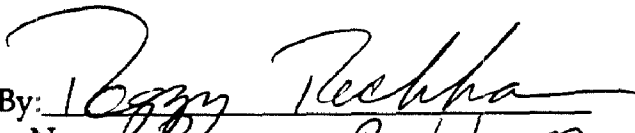
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

JACKSON PRODUCTS, INC.

By: 
Name: Mark A. Kolmer
Title: Vice President Finance

**FLEET NATIONAL BANK (f/k/a
BANKBOSTON, N.A.), as Agent**

By: 
Name: Peggy Peckham
Title: Sr. Vice President

State of Missouri)
)
County of St. Louis) ss.

Personally appeared before me, the undersigned, a Notary Public in and for said county, Mark A. Kolmer, personally known to me, who, being by me first duly sworn, declared that (s)he is the V.P. Finance of Jackson Products, Inc., that being duly authorized (s)he did sign and seal said instrument as such officer of and on behalf of Jackson Products, Inc., and that the same is such company's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8 day of October, 2001.

Cheryl E. Young
Notary Public
My Commission Expires:

CHERYL E YOUNG
NOTARY PUBLIC STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXP. AUG. 8, 2002

Commonwealth of Massachusetts)
)
County of _____) ss.

Personally appeared before me, the undersigned, a Notary Public in and for said county, ~~PEGGY PECKHAM~~ personally known to me, who, being by me first duly sworn, declared that (s)he is a SR. VICE PRESIDENT of Fleet National Bank (f/k/a BankBoston, N.A.), that being duly authorized (s)he did sign and seal said instrument as such officer of and on behalf of such bank, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of Oct., 2001.

Patricia O'Mallard
Notary Public
My Commission Expires: Dec. 17, 2004

**Supplemental Trademarks Issued by
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