

12-03-2001



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COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

FORM PTO-1594

1-31-92

Tab settings

213-01

12-301

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **BACOU USA SAFETY, INC.**

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

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

2. Name and address of receiving party(ies):

Name: Chase Manhattan International Limited, as Security Agent

Internal Address: Trinity Tower

Street Address: 9 Thomas More Street

City, Country: London E1 9KT England

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other a company incorporated in England and Wales

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

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

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

Execution Date: September 4, 2001

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

A. Trademark Application No.(s)
See Attached Continuation of Item Four

B. Trademark Registration No.(s)
See Attached Continuation of Item Four

Additional numbers attached? Yes No

75537233

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

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

~~02/04/2001 670N11 00000022 75537293~~

01 FC:481 40.00 OP

02 FC:482 3300.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 133

7. Total fee (37 CFR 3.41): \$3,340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Robyn Greenberg, Esq.
Name of Person Signing

Robyn Greenberg
Signature

11/30/01
Date

Total number of pages comprising cover sheet: 81

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

TRADEMARK
REEL: 002392 FRAME: 0696

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

U.S. Trademark App. No.	U.S. Trademark App. No.	U.S. Trademark App. No.	U.S. Trademark App. No.
75/537,293	75/685,965	75/223,480	76/070,683
75/885,873	75/689,983	75/849,441	76/164,644
75/310,339	75/881,255	75/719,227	76/190,490
76/009,633	75/808,920	75/719,226	76/190,489
76/042,539	75/831,952	76/032,855	75/656,384
76/071,296	75/807,380	75/822,565	76/222,282
75/310,338	75/310,337	75/719,249	76/190,486
75/349,652	75/871,816	75/719,482	76/186,110
75/881,964	76/014,025	76/070,685	76/190,491
75/670,043	75/809,301		

U.S. Trademark Reg. No.	U.S. Trademark Reg. No.	U.S. Trademark Reg. No.	U.S. Trademark Reg. No.	U.S. Trademark Reg. No.
1,888,291	1,688,347	1,237,126	2,196,443	2,286,428
1,877,492	1,482,260	1,930,130	2,225,691	2,112,815
1,848,118	1,750,730	1,384,049	2,257,734	2,133,116
2,347,971	1,753,647	2,056,062	2,180,854	2,065,037
1,940,664	2,297,001	1,797,629	2,184,263	1,934,196
1,947,245	1,388,956	2,041,652	2,253,647	2,027,425
1,841,235	1,556,653	1,906,347	2,253,646	2,072,783
1,304,807	2,053,596	1,423,746	2,352,708	2,034,324
1,885,883	2,066,372	1,797,687	2,287,864	764,616
1,663,324	2,114,128	2,012,397	2,367,046	1,210,352
1,404,744	2,339,240	1,943,733	2,321,050	1,759,097
1,921,726	2,206,615	1,919,507	1,727,175	1,951,647
2,027,875	2,160,218	1,923,704	2,392,302	2,031,020
2,215,172	1,148,805	2,079,963	2,311,749	1,255,159
2,211,697	2,381,537	2,088,195	2,311,750	1,238,101
1,933,896	2,211,696	2,139,616	2,357,041	728,048
2,090,088	1,783,913	2,189,871	2,341,056	1,238,100
1,660,548	1,410,203	1,521,624	1,170,000	1,880,432
1,486,802	1,721,052	1,800,044	2,392,302	2,057,323



DOMESTIC REPRESENTATIVE DESIGNATION

Assignee hereby appoints Lori E. Lesser, ~~Kristophe E. Ahrend~~ and Kerry L. Konrad, members of the Bar of the State of New York, whose address is SIMPSON THACHER & BARTLETT, 425 Lexington Avenue, New York, NY 10017-3954, its domestic representatives under 37 C.F.R. §2.24, on whom may be served notices or process in proceedings affecting this matter.

755 37033

DATE: 10 September 1979

CHASE MANHATTAN
INTERNATIONAL LIMITED

BY: *B. W. Scammell*

NAME: B. W. SCAMMELL
TITLE: Managing Director
9 Thomas More Street
London E1 9KT
England

GUARANTEE AND COLLATERAL AGREEMENT

made by

BACOU-DALLOZ INVESTMENT, INC.
BACOU USA, INC.
DALLOZ SAFETY, INC.
BACOU USA SAFETY, INC.
PERFECT FIT GLOVE CO., LLC
DALLOZ FALL PROTECTION, INC.
BACOU SA
CHRISTIAN DALLOZ SA
DALLOZ INVESTMENT, INC.
DALLOZ FALL PROTECTION INVESTMENT, INC.
UVEX SAFETY MANUFACTURING, INC.
SCHAS INDUSTRIES, LLC

in favor of

CHASE MANHATTAN INTERNATIONAL LIMITED

as Security Agent

Dated as of September 4, 2001

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SCHEDULES

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GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of September 4, 2001, made by BACOU, SA (the "Target"), CHRISTIAN DALLOZ SA (the "Parent"), BACOU USA SAFETY, INC., PERFECT FIT GLOVE CO., LLC and DALLOZ FALL PROTECTION, INC. (the "Receivables Grantors"), BACOU USA, INC., DALLOZ SAFETY, INC., BACOU-DALLOZ INVESTMENT, INC., DALLOZ INVESTMENT, INC, DALLOZ FALL PROTECTION INVESTMENT, INC., UVEX SAFETY MANUFACTURING, INC. and SCHAS INDUSTRIES, LLC, (together with the Target, the Parent, the Receivables Grantors and any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of CHASE MANHATTAN INTERNATIONAL LIMITED, as Security Agent (in such capacity, the "Security Agent") for (i) the banks and other financial institutions or entities (the "Banks") from time to time parties to the Facilities Agreement, dated as of September 4, 2001 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"), among the Parent, the Target, Christian Dalloz HD GmbH & Co KG, Christian Dalloz (UK) Ltd, Dalloz Holdings Pty Ltd., Bacou Developpement SA, Oxbridge SA, Commoditex SA, UVEX SAFETY MANUFACTURING, INC., SCHAS Industries, LLC, Engineering Henri Bacou SA, Bacou-Dalloz Investment, Inc., Bacou USA, Inc., Dalloz Safety, Inc., Bacou USA Safety, Inc. and Perfect Fit Glove Co., LLC (collectively with any other borrowers under the Facilities Agreement, the "Borrowers"), the Banks and the Security Agent and (ii) the other Finance Parties (as defined in the Facilities Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Finance Documents (as defined in the Facilities Agreement), the Finance Parties have severally agreed to make extensions of credit and other financial facilities to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers are members of an affiliated group of companies that includes the Grantors;

WHEREAS, the proceeds of the extensions of credit and other financial facilities under the Finance Documents will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit and other financial facilities under the Finance Documents; and

WHEREAS, it is a condition precedent to the obligation of the Banks to make their respective extensions of credit to the Borrowers under the Facilities Agreement that the Grantors shall have executed and delivered this Agreement to the Security Agent for the ratable benefit of the Finance Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent and the other Finance Parties to enter into the Finance Documents and to induce the Finance Parties to make their respective extensions of credit and other financial facilities to the Borrowers thereunder, each Grantor hereby agrees with the Security Agent, for the ratable benefit of the Finance Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 **Definitions.** (a) Unless otherwise defined herein, terms defined in the Facilities Agreement and used herein shall have the meanings given to them in the Facilities Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, General Intangibles, Goods, Instruments, Inventory, Letter-of-Credit Rights and Supporting Obligations.

(b) The following terms shall have the following meanings:

“Agreement”: this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

“Borrower Obligations”: the collective reference to the unpaid principal of and interest on each Drawing made under the Facilities Agreement (and any reimbursement obligation of the relevant Borrower with respect thereto) and all other obligations and liabilities of the Borrowers (including, without limitation, interest accruing at the then applicable rate provided in the Facilities Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any of the Borrowers, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Security Agent or any other Finance Party (or, in the case of any Hedge Agreement, any Hedge Counterparty), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Facilities Agreement, this Agreement, the other Finance Documents, any Letter of Credit or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Security Agent or to the Finance Parties that are required to be paid by any of the Borrowers pursuant to the terms of any of the foregoing agreements).

“Business Day”: a day (not being a Saturday or Sunday) on which banks and foreign exchange markets are open in The City of New York or in London.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

“Collateral”: as defined in Section 3.

“Collateral Account”: any collateral account established by the Security Agent as provided in Section 6.1 or 6.4.

“Copyrights”: (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

“Copyright Licenses”: any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

“Deposit Account”: as defined in the Uniform Commercial Code (or similar laws) of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

“Foreign Subsidiary”: any Subsidiary of the Parent organized under the laws of any jurisdiction outside the United States of America.

“Guarantor Obligations”: with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Finance Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Security Agent or to the Finance Parties that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Finance Document).

“Guarantors”: the collective reference to each Grantor other than the Parent and the Target.

“Hedge Agreements”: interest rate swaps, caps or collar agreements or similar arrangements entered into by any Borrower with any Hedge Counterparty providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies in connection with the Finance Documents.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Intercompany Note”: any promissory note evidencing loans made by any Grantor to the Parent or any of its Subsidiaries.

“Investment Property”: the collective reference to (i) all “investment property” as such term is defined in Section 9-102(a)(49) of the New York UCC (other than any Capital Stock of any Foreign Subsidiary) and (ii) whether or not constituting “investment property” as so defined, all Pledged Notes and all Pledged Stock.

“Issuers”: the collective reference to each issuer of any Investment Property.

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including without limitation, any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

“New York UCC”: the Uniform Commercial Code as from time to time in effect in the State of New York.

“Obligations”: (i) in the case of the Borrowers, the Borrower Obligations, (ii) in the case of each Guarantor, its Guarantor Obligations, (iii) in the case of the Parent, the Parent Obligations and (iv) in the case of the Target, the Target Obligations.

“Parent Obligations”: with respect to the Parent, all obligations and liabilities of the Parent which may arise under or in connection with this Agreement or any other Finance Document to which the Parent is a party, whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Security Agent or to the Finance Parties that are required to be paid by the Parent pursuant to the terms of this Agreement or any other Finance Document).

“Patents”: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License”: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

“Person”: an individual, partnership, corporation, limited liability company, business trust, unincorporated association, joint venture, Government Entity or other entity of whatever nature.

“Pledged Notes”: all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

“Pledged Stock”: the shares of Capital Stock listed on Schedule 2, or described in the footnotes thereto, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person (other than any Foreign Subsidiary) that may be issued or granted to, or held by, any Grantor while this Agreement is in effect.

“Proceeds”: all “proceeds” as such term is defined in Section 9-306(1) of the New York UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any Government Entity or any Person acting under color of any Government Entity, (c) all judgments in favor of any Grantor in respect of the Collateral, (d) all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto and (e) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

“Receivable”: any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

“Requirement of Law”: as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Government Entity, in each case applicable to or binding upon such Person or any of its property or assets or to which such Person or any of its property is subject.

“Securities Act”: the Securities Act of 1933, as amended.

“Target Obligations”: with respect to the Target, all obligations and liabilities of the Target which may arise under or in connection with this Agreement or any other Finance Document to which the Target is a party, whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Security Agent or to the Finance Parties that are required to be paid by the Target pursuant to the terms of this Agreement or any other Finance Document).

“Trademarks”: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

“Trademark License”: any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

1.2 **Other Definitional Provisions.** (a) The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor’s Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 **Guarantee.** (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Security Agent, for the ratable benefit of the other Finance Parties and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations, and each of the Guarantors further agrees to pay any and all expenses (including, without limitation, all reasonable fees and disbursements of counsel) which may be paid or incurred by the Security Agent or any other Finance Party in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, the Guarantor under this Section 2.

(b) Anything herein or in any other Finance Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Finance Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Security Agent or any Finance Party hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Guarantor and the successors and assigns thereof, and shall inure to the benefit of the Security Agent and the other Finance Parties, and their respective successors, indorsees, transferees and assigns, until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Finance Documents the Borrowers may be free from any Borrower Obligations.

(e) No payment made by any of the Borrowers, any of the Guarantors, any other guarantor or any other Person or received or collected by the Security Agent or any other Finance Party from any Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated

(f) Each Guarantor agrees that whenever, at any time, or from time to time, it shall make any payment to the Security Agent or any other Finance Party on account of its liability hereunder, it will notify the Security Agent in writing that such payment is made under this Guarantee for this purpose.

2.2 Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder which has not paid its proportionate share of such payment. Each Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Guarantor to the Security Agent and the other Finance Parties, and each Guarantor shall remain liable to the Security Agent and the other Finance Parties for the full amount guaranteed by such Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment or payments made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by any Finance Party, or the receipts of any amounts by the Security Agent on any other Finance Party to any of the Collateral, no Guarantor shall be entitled to be subrogated to any of the rights of the Security Agent or any other Finance Party against any Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Security Agent or any other Finance Party for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from any Borrower or any other

Guarantor in respect of payments made by such Guarantor hereunder, or amounts realized by the Security Agent or any other Finance Party in connection with the Collateral, and any such rights of subrogation and reimbursement of the Guarantors are hereby waived until all amounts owing to the Security Agent and the other Finance Parties by the Borrowers on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Security Agent and the other Finance Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Security Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Security Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Security Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations; Waiver of Rights. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Security Agent or any Finance Party may be rescinded by the Security Agent or such Finance Party and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Security Agent or any Finance Party, and the Facilities Agreement and the other Finance Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Security Agent (or any other Finance Party) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Security Agent or any Finance Party for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Security Agent nor any Finance Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto. When making any demand hereunder against any particular Guarantor, the Security Agent or any other Finance Party may, but shall be under no obligation to, make a similar demand on any other Guarantor or guarantor, and any failure by the Security Agent or any other Finance Party to make any such demand or to collect any payments from any such other Guarantor or guarantor or any release of any such other Guarantor or guarantor shall not relieve such Guarantor in respect of which a demand or collection is not made or any of the Guarantors not so released of their several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Security Agent or any other Finance Party against any of the Guarantors. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Security Agent or any other Finance Party upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrowers and any of the Guarantors, on the one hand, and the Security Agent and the Finance Parties, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any of the Borrowers or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional

guarantee of payment without regard to (a) the validity or enforceability of the Facilities Agreement or any other Finance Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Security Agent or any other Finance Party, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any of the Borrowers or any other Person against the Security Agent or any other Finance Party, or (c) any other circumstance whatsoever (with or without notice to or knowledge of any Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of any Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Security Agent or any other Finance Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrowers, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Security Agent or any other Finance Party to make any such demand, to pursue such other rights or remedies or to collect any payments from any Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Security Agent or any other Finance Party against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective; or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Security Agent or any other Finance Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrowers or any other Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid in the currency in which they were borrowed or incurred to the Security Agent without set-off or counterclaim subject to clause 8 of the Facilities Agreement (the provisions of which shall apply and shall be deemed to be incorporated by reference herein mutatis mutandis) at the office of the Security Agent located at 125 London Wall, London, EC2Y 5AJ or at such other office as the Security Agent may notify the Guarantors in accordance with Section 8.2.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby assigns and transfers to the Security Agent, and hereby grants to the Security Agent, for the ratable benefit of the Finance Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (1) (a) with respect to the Parent, all Investment Property with respect to Dalloz Safety Inc. (and any successors thereto) and Bacou-Dalloz Investment, Inc. (and any successors thereto); and

(b) with respect to the Target, all Investment Property with respect to Bacou USA, Inc. (and any successors thereto) and Bacou-Daloz Investment, Inc. (and any successors thereto);

(2) with respect to the Receivables Grantors, all Receivables;

(3) with respect to each Grantor, other than the Parent, the Target and the Receivables Grantors, all of the following:

(a) all Chattel Paper;

(b) all Deposit Accounts;

(c) all Documents;

(d) all Equipment;

(e) all General Intangibles;

(f) all Instruments;

(g) all Intellectual Property;

(h) all Inventory;

(i) all Investment Property;

(j) all Letter-of-Credit Rights;

(k) all Receivables; and

(l) all other Goods and property of such Grantor, whether tangible or intangible and whether now or hereafter owned by such Grantor, and wherever located (other than Capital Stock of any Foreign Subsidiary); and

(4) with respect to each Grantor, to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing granted by such Grantor and all collateral security and guarantees given by any Person with respect to any of the foregoing and all books and records pertaining thereto;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any Requirements of Law of a Government Entity, requires a consent not obtained of any Government Entity pursuant to such Requirement of Law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property or, in the case of any Investment Property, Pledged Stock or Pledged Note, any applicable shareholder or similar agreement, except to the extent that such Requirement of Law or the term in such contract, license, agreement, instrument or other document or shareholder or similar agreement providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Security Agent and the other Finance Parties to enter into the Finance Documents and to induce the Finance Parties to make their respective extensions of credit and other financial facilities to the Borrowers thereunder, each Grantor hereby represents and warrants to the Security Agent and each other Finance Party that:

4.1 Power and Authority. Such Grantor has the power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant the Lien on such Grantor's Collateral pursuant to, this Agreement and has taken all necessary corporate actions to authorize its execution, delivery and performance of, and grant of the Lien on such Grantor's Collateral pursuant to, this Agreement.

4.2 Title; No Other Liens. Except for the security interest granted to the Security Agent for the ratable benefit of the Finance Parties pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Facilities Agreement, such Grantor owns each item of the Collateral pledged by it hereunder free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral pledged by it hereunder is on file or of record in any public office, except such as have been filed in favor of the Security Agent, for the ratable benefit of the Finance Parties, pursuant to this Agreement or as are permitted by the Facilities Agreement. For the avoidance of doubt, it is understood and agreed that any Grantor may, as part of its business, grant licenses to third parties to use Intellectual Property owned or developed by a Grantor. For purposes of this Agreement and the other Finance Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property. Each of the Security Agent and each other Finance Party understands that any such licenses may be exclusive to the applicable licensees, and such exclusivity provisions may limit the ability of the Security Agent to utilize, sell, lease or transfer the related Intellectual Property or otherwise realize value from such Intellectual Property pursuant hereto.

4.3 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) constitute valid perfected security interests (other than with respect to (i) vehicles covered by a certificate of title law of any state and (ii) Deposit Accounts and Letter-of-Credit Rights over which the Security Agent has not taken control (as defined in the New York UCC); provided, that nothing in this parenthetical shall be deemed to limit the Security Agent from being able to take all necessary actions required to perfect the security interest in such items or to permit any Grantor from failing to comply with any other provision of this Agreement which obligates it to take all actions requested by the Security Agent to enable it to so perfect any such security interest) in all of the Collateral pledged by it hereunder in favor of the Security Agent, for the ratable benefit of the Finance Parties, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for unrecorded Liens permitted by the Facilities Agreement which have priority over the Liens on the Collateral by operation of law.

4.4 Jurisdiction of Organization; Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization; identification number from the jurisdiction of organization (if any), the location of such Grantor's chief executive office or sole place of business or principal residence, as the case may be, and books and records are specified on Schedule 4. Such Grantor has furnished to the Security Agent a certified charter, certificate of incorporation or other organization document and long-term good standing certificate as of a date which is recent to the date hereof.

4.5 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5 other than Inventory and Equipment with an aggregate fair market value not in excess of \$250,000.

4.6 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.7 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares or interests of all classes of the Capital Stock of each Issuer set forth on Schedule 2 owned by such Grantor.

(b) All the shares of the Pledged Stock pledged by such Grantor hereunder have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes pledged by such Grantor hereunder constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.8 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Security Agent.

(b) Not more than 5% of the aggregate amount of the then outstanding Receivables relate to obligors which are Government Entities.

(c) The amounts represented by such Grantor to the Finance Parties from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.9 Intellectual Property. (a) Schedule 6 lists all Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) Except as set forth on Schedule 6, on the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Government Entity which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any material Intellectual Property or

such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any material Intellectual Property.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Security Agent and the other Finance Parties that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral of any Grantor shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Security Agent, duly indorsed in a manner satisfactory to the Security Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance; Insurance Proceeds. (a) Such Grantor will maintain insurance with respect to the Collateral consistent with the terms of Section 10.2.10 of the Facilities Agreement.

(b) All moneys received by virtue of any such insurances with respect to any Collateral (i) prior to an Event of Default, shall be received by each Grantor as agent for the Security Agent to be held in trust to be applied for the purpose of replacing, restoring or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by such Grantor which owned the same) with any excess being applied in accordance with clause 6 of the Facilities Agreement; or (ii) on or after an Event of Default shall be applied in reduction of the Obligations (and such moneys shall be paid to the Security Agent for such purposes if not paid by the insurers directly to the Security Agent) or as the Security Agent otherwise directs except where such Grantor concerned is required (as landlord or tenant) to apply such insurance moneys in accordance with any lease of any of the Collateral in which event they shall be so applied with any excess being applied in reduction of the Obligations or as the Security Agent otherwise directs.

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral pledged by it hereunder or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or any interest therein.

5.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.3 and shall defend such security interest against the claims and demands of all Persons whomsoever, subject to the rights of such Grantor under the Finance Documents to dispose of the Collateral.

(b) Such Grantor will furnish to the Security Agent and the other Finance Parties from time to time statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Security Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Security Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Security Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Security Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto. Each Grantor also hereby authorizes the Security Agent to file (after written notice to the Grantors) any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law, provided that any failure to give any such notice shall not affect the validity or effectiveness of any such filing. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 5 days' prior written notice to the Security Agent and delivery to the Security Agent of (a) all additional executed financing statements and other documents reasonably requested by the Security Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) change its jurisdiction of organization or the location of its chief executive office or sole place of business or principal residence or remove its books and records from that referred to in Section 4.4; or

(ii) change its name.

5.6 Notices. Such Grantor will advise the Security Agent and the other Finance Parties promptly, in reasonable detail, at their respective addresses set forth in the Facilities Agreement, of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Facilities Agreement) on any of the Collateral which would adversely affect the ability of the Security Agent to exercise any of its remedies hereunder; and

(b) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the security interests created hereby.

5.7 Investment Property. (a) If such Grantor shall, as a result of its ownership of the Pledged Stock become entitled to receive or shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Security Agent and the other Finance Parties, hold the same in trust for the Security Agent and the other Finance Parties and deliver the same forthwith to the Security Agent in the exact form received, duly indorsed by such Grantor to the Security Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Security Agent so requests, signature guaranteed, to be held by the Security Agent, subject to the terms hereof, as additional collateral security for the Obligations. Any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Security Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any

distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Security Agent, be delivered to the Security Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Security Agent, hold such money or property in trust for the Security Agent and the other Finance Parties, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Security Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any Capital Stock of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any Capital Stock of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Facilities Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security interests created by this Agreement or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Security Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Security Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practice or with commercially reasonable practices general accepted in the market, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof.

(b) Such Grantor will deliver to the Security Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

5.9 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) other than in connection with any such decision made by such Grantor in its reasonable business judgment and in compliance with the Facilities Agreement, maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Security Agent, for the ratable benefit of the Finance Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v)

not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Security Agent and the Finance Parties immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Security Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Security Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Security Agent may request to evidence the Security Agent's and the Finance Parties' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Security Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.10 Facilities Agreement Undertakings. Such Grantor will comply with the provisions of clauses 10 and 11 of the Facilities Agreement (as if the same were set out in this Agreement mutatis mutandis) to the extent that such provisions are expressed to be binding on such Grantor (whether in the

capacity of an Obligor or as a Subsidiary of an Obligor) or are matters to be procured by an Obligor or any of its Subsidiaries in relation to such Grantor (in whatever capacity).

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables (a) The Security Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Security Agent may require in connection with such test verifications. At any time and from time to time, upon the Security Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Security Agent to furnish to the Security Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Security Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Security Agent's direction and control, and the Security Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Security Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Security Agent if required, in a Collateral Account maintained under the sole dominion and control of the Security Agent, subject to withdrawal by the Security Agent for the account of the Finance Parties only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Security Agent and the Finance Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Security Agent's reasonable request, each Grantor shall deliver to the Security Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Security Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Security Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Security Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Security Agent for the ratable benefit of the Finance Parties and that payments in respect thereof shall be made directly to the Security Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Security Agent nor any Finance Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Security Agent or any Finance Party of any payment relating thereto, nor shall the Security Agent or any Finance Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any

performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 **Pledged Stock.** (a) Unless an Event of Default shall have occurred and be continuing and the Security Agent shall have given notice to the relevant Grantor of the Security Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Facilities Agreement, and to exercise all voting and corporate or other organizational rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken which would reasonably be likely to impair the Collateral or which would be inconsistent with or result in any violation of any provision of the Facilities Agreement, this Agreement or any other Finance Document.

(b) If an Event of Default shall occur and be continuing and the Security Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Security Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Security Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Security Agent or its nominee, and the Security Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure of any Issuer, or upon the exercise by any Grantor or the Security Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Security Agent may determine), all without liability except to account for property actually received by it, but the Security Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Security Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Security Agent.

6.4 **Proceeds to be Turned Over To Security Agent.** In addition to the rights of the Security Agent and the Finance Parties specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Security Agent and the Finance Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Security Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Security Agent, if required). All Proceeds received by the Security Agent hereunder shall be held by the Security Agent in a Collateral Account maintained under its sole dominion

and control. All Proceeds while held by the Security Agent in a Collateral Account (or by such Grantor in trust for the Security Agent and the Finance Parties) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrowers and the Security Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Security Agent's election, the Security Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, in payment of the Obligations in such order as the Security Agent may elect, and any part of such funds which the Security Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Security Agent to the Borrowers or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrowers or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Security Agent, on behalf of the Finance Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Security Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Security Agent or any Finance Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Security Agent or any Finance Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Security Agent's request, to assemble the Collateral and make it available to the Security Agent at places which the Security Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Security Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Security Agent and the other Finance Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Security Agent may elect, and only after such application and after the payment by the Security Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the New York UCC, need the Security Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Security Agent or any Finance Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Security Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Security Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the

provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Security Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Security Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Security Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Security Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Security Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Security Agent and the other Finance Parties, that the Security Agent and the other Finance Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Facilities Agreement.

6.8 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Security Agent or any Finance Party to collect such deficiency.

SECTION 7. THE SECURITY AGENT

7.1 Security Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this

Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Security Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, Receivable or General Intangible or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Security Agent for the purpose of collecting any and all such moneys due under any Receivable or General Intangible or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Security Agent may request to evidence the Security Agent's and the Finance Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Security Agent or as the Security Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Security Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Security Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Security Agent were the absolute owner thereof for all purposes, and do, at the Security Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Security Agent deems necessary to protect, preserve or realize upon the Collateral and the Security Agent's and the Finance Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Security Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Security Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Security Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due Advances under the Facilities Agreement, from the date of payment by the Security Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Security Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Security Agent. The Security Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Security Agent deals with similar property for its own account. Neither the Security Agent, any other Finance Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Security Agent and the Finance Parties hereunder are solely to protect the Security Agent's and the Finance Parties' interests in the Collateral and shall not impose any duty upon the Security Agent or any Finance Party to exercise any such powers. The Security Agent and the Finance Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to applicable law, each Grantor authorizes the Security Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Security Agent determines appropriate to perfect the security interests of the Security Agent under this Agreement. Each Grantor, other than the Parent, the Target and the Receivables Grantors, authorizes the Security Agent to use the collateral description "all personal property" in any such financing statements. Each Grantor hereby ratifies and authorizes the filing by the Security Agent of any financing statement with respect to the Collateral made prior to the date hereof.

7.4 Authority of Security Agent. Each Grantor acknowledges that the rights and responsibilities of the Security Agent under this Agreement with respect to any action taken by the Security Agent or the exercise or non-exercise by the Security Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Security Agent and the Finance Parties, be governed by the Facilities Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Security Agent and the Grantors, the Security Agent shall be conclusively presumed to be acting as agent for the Finance Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and the Security Agent, provided that any provision of this Agreement, may be waived by the Security Agent in a written letter or agreement executed by the Security Agent or by telex or facsimile transmission by the Security Agent.

8.2 Notices. All notices, requests and demands to or upon each Grantor, the Security Agent or any other Finance Party hereunder shall be effected in the manner provided for in clause 21 of the Facilities Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Security Agent nor any Finance Party shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any other Finance Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Security Agent or any other Finance Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Security Agent or such other Finance Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Grantor agrees to pay or reimburse each Finance Party and the Security Agent for all its costs and expenses incurred in collecting against such Grantor under the guarantee by it, if any, contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Finance Documents to which such Grantor is a party, including, without limitation, the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Finance Party and of counsel to the Security Agent.

(b) Each Grantor agrees to pay, and to save the Security Agent and the Finance Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Grantor agrees to pay, and to save the Security Agent and the Finance Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrowers would be required to do so pursuant to clause 13 of the Facilities Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Facilities Agreement and the other Finance Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Security Agent and the Finance Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Security Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Security Agent and each Finance Party at any time and from time to time, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Security Agent or such Finance Party to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Security Agent or such Finance Party may elect, against and on account of the obligations and liabilities of such Grantor to the Security Agent or such Finance Party hereunder and claims of every nature and description of the Security Agent or such Finance Party against such Grantor, in any currency, whether arising hereunder, under the Facilities Agreement, any other Finance Document or otherwise, as the Security Agent or such Finance Party may elect, whether or not the Security Agent or any Finance Party has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Security Agent and each Finance Party shall notify such Grantor promptly of any such set-off and the application made by the Security Agent or such Finance Party of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Security Agent and each Finance Party under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Security Agent or such Finance Party may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Finance Documents represent the agreement of the Grantors, the Security Agent and the Finance Parties with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Security Agent or any other Finance Party relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Finance Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Finance Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New

York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2, clause 21.1 of the Facilities Agreement or at such other address of which the Security Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Finance Documents to which it is a party;

(b) neither the Security Agent nor any Finance Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Finance Documents, and the relationship between the Grantors, on the one hand, and the Security Agent and Finance Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Finance Documents or otherwise exists by virtue of the transactions contemplated hereby among the Finance Parties or among the Grantors and the Finance Parties.

8.14 Additional Grantors. Each Subsidiary of the Parent that is required to become a party to this Agreement pursuant to clause 10.2.7 of the Facilities Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Security Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Security Agent shall deliver to such Grantor any Collateral held by the Security Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Facilities Agreement, then the Security Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.


8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER FINANCE DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

8.17 Currencies. All moneys received or held by the Security Agent under this Agreement at any time on or after the Enforcement Date in a currency other than a currency in which the Obligations are denominated may from time to time be sold at the Security Agent's spot rate of exchange at the time for such one or more of the currencies in which the Obligations are denominated as the Security Agent considers necessary or desirable and the Grantors shall indemnify the Security Agent against the full cost (including all costs, charges and expenses) incurred in relation to such sale. The Security Agent shall not have any liability to any Grantor in respect of any loss resulting from any fluctuation in exchange rates after any such sale except in the case of any such loss resulting from the gross negligence or willful misconduct of the Security Agent.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.


BACOU USA, INC.

By: 
Name: P. Barr
Title: PRESIDENT + CEO


BACOU USA SAFETY, INC.

By: 
Name: P. Barr
Title: VICE-CHAIRMAN


DALLOZ SAFETY, INC.

By: 
Name: B. de la Horandière
Title:


PERFECT FIT GLOVE CO., LLC

By: 
Name: P. Barr
Title: VICE-CHAIRMAN + CEO


DALLOZ FALL PROTECTION, INC.

By: 
Name: B. de la Horandière
Title:

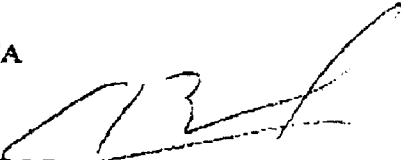
BACOU-DALLOZ INVESTMENT, INC.

By: 
Name: B. de la Horandière
Title:


CHRISTIAN DALLOZ SA

By: 
Name: Ph ALFORD
Title:

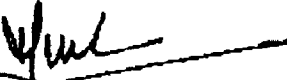
BACOU SA

By: 
Name: BACOU SA
Title: Directeur Général P.

DALLOZ FALL PROTECTION INVESTMENT, INC.

By: 
Name:
Title: B de la Harandière


DALLOZ INVESTMENT, INC.

By: 
Name:
Title: B de la Harandière

UVEX SAFETY MANUFACTURING, INC.

By: 
Name: PP Bann
Title: Chairman

SCHAS INDUSTRIES, LLC

By: 
Name: PP Bann
Title: CHAIRMAN + CEO

NOTICE ADDRESSES OF GUARANTORS

Bacou-Dalloz Investment, Inc.	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
Bacou USA, Inc.	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
Bacou USA Safety, Inc.	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
Dalloz Fall Protection, Inc.	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
Dalloz Fall Protection Investment, Inc.	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
Dalloz Investment, Inc.	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
Dalloz Safety, Inc.	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
Perfect Fit Glove Co., LLC	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
SCHAS Industries, LLC	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel
Uvex Safety Manufacturing, Inc.	10 Thurber Boulevard, Smithfield, RI 02917 Attention: General Counsel

DESCRIPTION OF INVESTMENT PROPERTY**Pledged Stock:**

<u>Holder of Record</u>	<u>Issuer</u>	<u>Class of Stock</u>	<u>Certif. No.</u>	<u>No. Shares¹*/Units</u>
Christian Dalloz SA	Bacou-Dalloz Investment, Inc. ²	Common	1	1
Bacou SA	Bacou USA, Inc.	Common	1016	12,612,600
Bacou USA, Inc.	Bacou USA Safety, Inc.	Common	1	100
Dalloz Safety, Inc.	Dalloz Fall Protection, Inc.	Common	1	3000
Christian Dalloz SA	Dalloz Safety, Inc.	Common	1	1000
Bacou USA, Inc.	Perfect Fit Glove Co., LLC ³	NA	1	100 [*]
Bacou USA, Inc.	SCHAS Industries, LLC ⁴	NA	1	100
Bacou USA, Inc.	Titmus Optical, Inc.	Common	5	1,000
Bacou USA, Inc.	Whiting + Davis, Inc.	Common	2	100

¹ Represents 100% ownership of all issuers.

² After giving effect to the merger of Bacou-Dalloz Investment, Inc. ("BDI") and Bacou USA, Inc., BDI, as surviving corporation, will be jointly owned, with Bacou SA owning 111 common shares represented by certificate no. 3 and Christian Dalloz SA owning one common share represented by certificate no. 2. Simultaneously with such merger, BDI will change its name to Bacou-Dalloz USA, Inc. For the avoidance of doubt, all such shares owned by Bacou SA and Christian Dalloz SA are pledged hereunder.

³ Membership interests in limited liability company represented by certificate.

⁴ Membership interests in limited liability company represented by certificate.

DESCRIPTION OF INVESTMENT PROPERTY

Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Original Principal Amount</u>
Christian Dalloz Services, Inc. ⁵	Dalloz Safety, Inc.	\$7,400,000

⁵ Bacou-Dalloz Investment, Inc. as successor by merger to Christian Dalloz Services, Inc., hereby consents to said pledge.

FILINGS AND OTHER ACTIONS

REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

Bacou-Daloz Investment, Inc.	Pennsylvania Secretary of State's Office ⁶
Bacou SA	Washington, DC Secretary of State's Office
Bacou USA, Inc.	Delaware Secretary of State's Office
Bacou USA Safety, Inc.	Delaware Secretary of State's Office
Christian Daloz SA	Washington, DC Secretary of State's Office
Daloz Fall Protection, Inc.	Delaware Secretary of State's Office
Daloz Fall Protection Investment, Inc.	Delaware Secretary of State's Office
Daloz Investment, Inc.	Delaware Secretary of State's Office
Daloz Safety, Inc.	Delaware Secretary of State's Office
Perfect Fit Glove Co., LLC	Delaware Secretary of State's Office
SCHAS Industries, LLC	Delaware Secretary of State's Office
Uvex Safety Manufacturing, Inc.	Delaware Secretary of State's Office

Patent and Trademark Filings

For debtors' specific Patents and Trademarks listed on Schedule 6, secured party will file with the United States Patent and Trademark Office.

Actions With respect to Pledged Stock and Pledged Notes

The Security Agent shall maintain possession of each of the certificates of the Pledged Stock and accompanying stock powers and each of the Pledged Notes and accompanying allonges in the State of New York.

Other Actions: None

⁶ Filing will be made also with Pennsylvania Secretary of State's Office in the name of Bacou-Daloz USA, Inc. following merger of Bacou USA, Inc. into Bacou-Daloz Investment, Inc.

**LOCATION OF JURISDICTION OF ORGANIZATION
AND CHIEF EXECUTIVE OFFICE**

<u>Grantor</u>	<u>Jurisdiction of Organization and State Identification number</u>	<u>Location of Chief Executive Office⁷</u>
Bacou-Dalloz Investment, Inc.	Pennsylvania Entity #3017884	2 nd & Washington Streets, Reading, PA 19601
Bacou USA, Inc.	Delaware Entity #2328055	10 Thurber Boulevard, Smithfield, RI 02917
Bacou USA Safety, Inc.	Delaware Entity #2790078	10 Thurber Boulevard, Smithfield, RI 02917
Dalloz Fall Protection Investment, Inc.	Delaware Entity #3148263	300 Delaware Avenue Wilmington, DE 19801
Dalloz Fall Protection, Inc.	Delaware Entity #3134450	1355 15 th Street Franklin, PA 16323-0271
Dalloz Investment, Inc.	Delaware Entity #2831971	300 Delaware Avenue Wilmington, DE 19801
Dalloz Safety, Inc.	Delaware Entity #2099973	2 nd & Washington Streets, Reading, PA 19603
Perfect Fit Glove Co., LLC	Delaware Entity #3141305	10 Thurber Boulevard, Smithfield, RI 02917
SCHAS Industries, LLC	Delaware Entity #3141303	10 Thurber Boulevard, Smithfield, RI 02917
Uvex Safety Manufacturing, Inc.	Delaware Entity #2831364	10 Thurber Boulevard, Smithfield, RI 02917

⁷ UCC Searches were conducted in the applicable jurisdictions, the results of which are reflected in Schedule 12 of the Facilities Agreement.

LOCATIONS OF INVENTORY AND EQUIPMENT

<u>Grantor</u>	<u>Locations⁸</u>
Bacou SA	Not applicable
Bacou-Dalloz Investment, Inc.	Chadds Ford Business Campus Brandywine Two Building Suite 102 US Routes 1 and 202 Chadds Ford, PA 19317
Bacou USA, Inc.	10 Thurber Blvd., Smithfield, RI 02917
Bacou USA Safety, Inc.	10 Thurber Blvd., Smithfield, RI 02917 651 South Main St., Middletown, CT 06457 7828 Waterville Rd., San Diego, CA 92154 Ave. FFCC Y KM. 14.5 Botega #26, Centro Industrial Limon, Los Pinos, Tijuana B.C., Mexico 22680 3001 S. Susan St., Santa Ana, CA 92704 21 Spiral Dr., Florence, KY 41022
Christian Dalloz SA	Not applicable
Dalloz Fall Protection Investment, Inc.	None
Dalloz Fall Protection, Inc.	1355 15 th Street Franklin, PA 16323-0271 1415 Pittsburgh Rd. Franklin, PA 16323
Dalloz Investment, Inc.	None
Dalloz Safety, Inc.	2 nd & Washington Streets, Reading, PA 19603 1303 S.E. 2d Street Highway 258 South Snow Hill NC 28580

⁸ UCC Searches were conducted in the applicable jurisdictions, the results of which are reflected in Schedule 12 of the Facilities Agreement.

900 Highway 258 South
Snow Hill NC 28580

Perfect Fit Glove Co., LLC

85 Innsbruck Drive, Cheektowaga, NY 14227
100 Scrivner Drive, Cheektowaga, NY 14227

SCHAS Industries, LLC

1408 US Highway 421B, Wilkesboro, NC
28697

Uvex Safety Manufacturing, Inc.

10 Thurber Blvd., Smithfield, RI 02917

Contents

1. Copyrights and Copyright Licenses
None
2. Patents
 - 2.1 Bacou USA Safety, Inc.
 - 2.2 Dalloz Fall Protection Investment, Inc.
 - 2.3 Dalloz Investment, Inc.
 - 2.4 Dalloz Safety, Inc.
 - 2.5 Uvex Safety Manufacturing Inc.
 - 2.6 Bacou USA, Inc. – None
 - 2.7 Bacou-Dalloz Investment, Inc. – None
 - 2.8 Dalloz Fall Protection, Inc. – see Footnotes 31 and 32 to Schedule 2.2
 - 2.9 Perfect Fit Glove Co., LLC – None
 - 2.10 SCHAS Industries, LLC - None
- 3 Patent and Technology Licenses
 - 3.1 Bacou USA Safety, Inc.
 - 3.2 Uvex Safety Manufacturing, Inc.
 - 3.3 Dalloz Fall Protection Investment, Inc. - None
 - 3.4 Dalloz Investment, Inc. - None
 - 3.5 Dalloz Safety, Inc. - None
 - 3.6 Bacou USA, Inc. – None
 - 3.7 Bacou-Dalloz Investment, Inc. – None
 - 3.8 Dalloz Fall Protection, Inc. - None
 - 3.9 Perfect Fit Glove Co., LLC – None

3.10 SCHAS Industries, LLC - None

4. Trademarks

4.1 Bacou USA Safety, Inc. – see Section 4.1

4.2 Dalloz Fall Protection Investment, Inc. – see Section 4.2

4.3 Dalloz Investment, Inc. – see Section 4.2

4.4 Dalloz Safety, Inc. – see Section 4.2

4.5 Uvex Safety Manufacturing Inc. – None

4.6 Bacou USA, Inc. – see Section 4.1

4.7 Bacou-Dalloz Investment, Inc. – None

4.8 Dalloz Fall Protection, Inc. – None

4.9 Perfect Fit Glove Co., LLC – See Section 4.1

4.10 SCHAS Industries, LLC – None

5. Trademark Licenses

Bacou USA Safety, Inc.

5.2 Perfect Fit Glove Co., LLC

5.3 Uvex Safety Manufacturing, Inc.

5.4 Dalloz Fall Protection Investment, Inc. – None

5.5 Dalloz Investment, Inc. – None

5.6 Dalloz Safety, Inc. – None

5.7 Bacou USA, Inc. – – None

5.8 Bacou-Dalloz Investment, Inc. – None

5.9 Dalloz Fall Protection, Inc. – None

5.10 SCHAS Industries, LLC – None

1. **COPYRIGHTS**

Copyrights And Copyright Licenses

None

2. PATENTS

2.1 Bacou USA Safety, Inc.

4,434,794	03/06/1984	Disposable Ear Plug	Utility	
4,471,495	09/18/1984	Protective Glove	Utility	NOTE ⁹
4,490,857	01/01/1985	Band Earplug	Utility	
4,527,291	07/09/1985	Safety Goggles	Utility	
4,740,072	04/26/1988	Vision Testing Apparatus	Utility	NOTE ¹⁰
4,750,668	06/14/1998	Wrapping Sheet Material	Utility	
4,750,669	06/14/1988	Cont. with Resilient Cover	Utility	
4,774,938	10/04/1988	Slow Recovery Earplug	Utility	
4,796,467	01/10/1989	Testing Device for Respir	Utility	NOTE ¹¹
4,819,624	04/11/1989	Earplug Assemblies	Utility	
4,843,650	07/04/1989	Protective Glove	Utility	NOTE ¹²
4,843,655	07/04/1989	Protective Goggles	Utility	
4,991,952	02/12/1991	Pair of Glasses with Inclina	Utility	
5,054,753	10/08/1991	Damping Device for Shock	Utility	NOTE ¹³
5,088,123	02/18/1992	Protective Garment	Utility	NOTE ¹⁴
5,170,502	12/15/1992	Protective Eyewear Assemblies	Utility	
5,261,582	11/16/1993	Belt Case for Glasses	Utility	
5,280,845	01/25/1994	Earplug Dispenser	Utility	
5,285,925	02/15/1994	Rapid Release Box	Utility	
5,298,691	03/29/1994	Soil Resistant Banded Ear	Utility	
5,322,185	06/21/1994	Earplug Dispenser System	Utility	
5,345,616	09/13/1994	Goggles with Pad Elements	Utility	
5,357,292	10/18/1994	Eyeglasses with Adj. Temple	Utility	
5,357,950	10/25/1994	Breath Actuated Pos. Press	Utility	
5,372,278	12/13/1994	Earplug Dispenser Box	Utility	
5,381,192	01/10/1995	Protective Eyeglass Const.	Utility	
5,457,505	10/10/1995	Prot. Eyeglasses Const.	Utility	NOTE ¹⁵
5,530,490	06/25/1996	Safety Eyeglasses and Cor	Utility	
5,555,037	09/10/1996	Temple Bar Const. for Eyeglasses	Utility	
5,617,588	04/08/1997	Snap Together Prot. Goggle	Utility	
5,701,893	12/30/1997	Disp. Face Mask	Utility	NOTE ¹⁶

⁹ Record owner: WDC Holdings, Inc.

¹⁰ No assignment from acquiree filed: Titmus Optical, Inc.

¹¹ No assignment from acquiree filed: Biosystems.

¹² Record Owner: WDC Holdings, Inc.

¹³ No assignment from inventor filed.

¹⁴ Expired 02/18/2000.

¹⁵ Reissued: #36,762

¹⁶ No assignment from acquiree filed: Survivair.

5,711,313	01/27/1998	Discoverable Earplug	Utility	NOTE ¹⁷
5,724,119	03/03/1998	Earmuff-Eyeglass Combination	Utility	
5,727,566	03/17/1998	Trackable Earplug	Utility	
5,811,742	09/22/1998	Dual Earplug	Utility	NOTE ¹⁸
5,824,966	10/20/1998	Enhanced Band Earplug	Utility	
5,894,602	04/20/1999	Protective Glove	Utility	NOTE ¹⁹
5,946,072	08311999	Angular Adj. Const. Temple	Utility	
5,979,451	11/09/1999	Earmuff Sound Protector	Utility	NOTE ²⁰
5,996,123	12/07/1999	Earmuff for Noise Blocking	Utility	
6,006,857	12/28/1999	Earplug with Insertion Stem	Utility	NOTE ²¹
6,007,196	12/28/1999	Retainer for Eyeglass Frames	Utility	NOTE ²²
6,009,293	08/08/2000	Appar. For Mfg Resp. Cart.	Utility	
6,036,312	03/14/2000	Prot. Eyeglass Assembly	Utility	
6,053,030	04/25/2000	Instrument Info and ID System	Utility	
6,061,833	05/16/2000	Protective Glove with Strap	Utility	NOTE ²³
6,082,855	07/04/2000	Earplug Attachment for Eye	Utility	
6,091,331	07/18/2000	Emergency Worker System	Utility	
6,099,293	08/08/2000	Apparatus for Mfg Resp.	Utility	
6,138,790	10312000	Band Earplug Adapted	Utility	
6,148,446	11212000	Multi-Position Banded Ear	Utility	
6,196,681	03062001	Eye Covering	Utility	
6,210,006	04/03/2001	Color Discrim. Vision Test	Utility	NOTE ²⁴
6,241,041	06052001	Multi-Cone Earplug & Meth	Utility	
6,248,280	06192001	Method for Mfg. Resp. Cart.	Utility	NOTE ²⁵
D294,953	03/29/1998	Goggles	Design	
D314,001	01/22/1991	Safety Goggle	Design	
D314,391	02/05/1991	Safety Goggle	Design	
D317,526	06/18/1991	Eyeglass Carrying Case	Design	
D321,703	11/19/1991	Sunglasses	Design	
D322,616	12/24/1991	Protective Goggles	Design	
D329,897	09/29/1992	Winged Earplug	Design	
D331,765	12/15/1992	Eyeglasses	Design	
D335,342	05/04/1993	Earplug	Design	
D336,097	06/01/1993	Protective Goggles	Design	
D337,596	07/20/1993	Lens for Safety Glasses	Design	
D340,282	10/12/1993	Earplug	Design	
D341,656	11/23/1993	Multi Winged Earplug	Design	
D342,958	01/04/1994	Eyeglasses	Design	
D348,980	07/26/1994	Carrying Case for Eyeglass	Design	

¹⁷ Record Owner: Howard S. Leight & Associates, Inc.

¹⁸ Record Owner: Howard S. Leight & Associates, Inc.

¹⁹ Record Owner: WDC Holdings, Inc.

²⁰ Record Owner: Howard S. Leight & Associates, Inc.

²¹ Record Owner: Howard Leight Industries.

²² No assignment from acquiree filed: Titmus Optical, Inc.

²³ Record Owner: WDC Holdings, Inc.

²⁴ No assignment from acquiree filed: Titmus Optical, Inc.

²⁵ Reference: US Patent 6,099,293

D354,068	01/03/1995	Eyeglasses	Design	
D365,837	01/02/1996	Safety Eyeglasses	Design	
D368,837	04/16/1996	Lift & Carry Assist Tool	Design	NOTE ²⁶
D371,840	07/16/1996	Multi-Cone Earplug	Design	
D372,776	08/13/1996	Multi-Cone Earplug	Design	
D374,025	09241996	Corrective Lens Carrier	Design	
D375,317	11/05/1996	Goggle Lens		Design
D375,320	11/05/1996	Goggle Body	Design	
D376,613	12/17/1996	Eyeglasses	Design	
D380,003	06/17/1997	Protective Glasses	Design	
D395,657	06/30/1998	Cap for Banded Earplug	Design	
D400,248	10/27/1998	Band Earplug	Design	NOTE ²⁷
D405,521	02/09/1999	Dual Earplug	Design	
D413,379	08/31/1999	Combined Earplug and Stem	Design	NOTE ²⁸
D417,463	12/07/1999	Temple Bar Piece	Design	
D424,340	05/09/2000	Earplug Dispenser	Design	
D426,880	06/20/2000	Twisted Band for Earplug	Design	NOTE ²⁹
D427,382	06/27/2000	Pair of Earmuffs	Design	
D437,415	02/06/2001	Vision Screener	Design	NOTE ³⁰
D442,340	05152001	Earmuff with Shell & Cush	Design	
09/427,874	10/1999	Web Insert Construction	Application	
09/500,922	01/2000	Vision Testing Apparatus	Application	
09/562,527	05/2000	Skin Pulling Glove	Application	

²⁶ Record Owner: O's Marine International, Inc.

²⁷ Record Owner: Howard S. Leight & Associates, Inc.

²⁸ Record Owner: Howard Leight Industries

²⁹ Record Owner: Howard Leight Industries

³⁰ No assignment from acquiree filed: Titmus Optical, Inc.

2.2 Daloz Fall Protection Investment, Inc.

5,771,993	06/30/1998	Safety Devices for Fall Rest	Utility	
5,941,340	08/24/1999	Device for Use in Climbing	Utility	
6,006,700	12/28/1999	Safety Harness	Utility	
6,009,977	01/04/2000	Fall Prevention Device	Utility	NOTE ³¹
6,019,195	02/01/2000	Fall Prevention Device	Utility	NOTE ³²
D420,034	02/01/2000	Eyewear	Design	

2.3 Daloz Investment, Inc.**(Licensed to DSI per License Agreement dated January 1, 2000)**

D303585	September 19, 1989	Respirator Facepiece American Cyanamid = Registered owner – Assigned from DSI January 1, 2000 – sent to be filed June 27, 2001
4739755	October 17, 1986	American Cyanamid = Registered owner – Assigned to DSI January 1, 2000 – sent to be filed June 27, 2001

2.4 Daloz Safety, Inc. ("DSI")

4,248,220	02/03/1981	Disposable Dust Respirator	Utility	
4,304,009	12/08/1981	Energy Absorbing Helmet	Utility	NOTE ³³
4,739,755	04/26/1988	Respirator	Utility	NOTE ³⁴
4,850,346	07/25/1989	Respirator	Utility	NOTE ³⁵
4,934,361	06/19/1990	Respirator	Utility	NOTE ³⁶
5,181,507	01/26/1993	Air Purifying Respirator	Utility	
5,455,639	10/03/1995	Prot. Eyewear with Replac	Utility	
D366,493	01/23/1996	Eyewear	Design	
29/095,378	10/22/1998	Protective Eyewear	Application	

³¹ Record Owner: Daloz Fall Protection³² Record Owner: Daloz Fall Protection³³ No release of security interest filed: Credit Lyonnais³⁴ No assignment from subsidiary filed: Daloz Safety, AB³⁵ No release of security interest filed: Credit Lyonnais³⁶ No release of security interest filed: Credit Lyonnais

2.5 Uvex Safety Manufacturing, Inc.

5,796,461	Uvex Saf.USA	08/18/1998	Prot. Eyeglass Assembly	Utility
D360,645	Uvex Saf.USA	07/25/1995	Eyeglass Lens	Design

3. PATENT AND TECHNOLOGY LICENSES

3.1 Bacou USA Safety, Inc.

- 3.1.1 Bacou Safety/Leader Industries - License Agreement (concerning Unitary Lenses for Safety Glasses Patent) (7/7/00)
- 3.1.2 Howard Leight/Luise Erhardt - License Agreement (re Band Earplug Patent) (10/17/97)
- 3.1.3 Settlement and License Agreement dated August 31, 2000 by and between Bacou USA Safety, Inc. and Arkon Safety Equipment, Inc. for nonexclusive sublicense of U.S. Patent No. 5,555,038 (of which Bacou USA Safety, Inc. is the exclusive licensee) entitled "Unitary Lens for Eyewear" for an amount equal to \$.05 per unit of Licensed Products sold by Arkon from and after July 1, 2000.
- 3.1.4 License Agreement between Bacou USA Safety, Inc. and Leader Industries, Inc. concerning the same patent as #2 above, covering Licensed Products manufactured by Leader and sold to Arkon from Oct. 28, 1993 through December, 1999.

3.2 Uvex Safety Manufacturing, Inc.

- 3.2.1 Uvex Safety, Inc./Yung Lih - Cooperation Agreement # 2 (8/30/96)
- 3.2.2 Uvex Safety, Inc./Yung Lih - Cooperation Agreement #3 (2/24/97)
- 3.2.3 Uvex Safety, Inc./Yung Lih - Cooperation Agreement #4 (12/22/97)
- 3.2.4 Uvex Safety, LLC /Yung Lih - Cooperation Agreement #1 (9/9/94)
- 3.2.5 Uvex Safety Manufacturing, Inc./Yung Lih - Cooperation Agreement #5 (11/24/98)
- 3.2.6 Uvex Safety Manufacturing, Inc./Jane Fui - Cooperation Agreement #1 (4/2/98)
- 3.2.7 Uvex Safety Manufacturing, Inc./Jane Fui - Cooperation Agreement #2 (4/2/98)
- 3.2.8 Amended and Restated Agreement of Transfer of Trademarks, Know-How and Related Matters among Bacou USA, Uvex Winter Holding, Uvex Arbeitsschutz, Uvex Safety, Uvex Winter Optical and Uvex Safety Manufacturing, as modified (11/2/95)

4. Trademarks**4.1 U.S. Trademark Registrations and Applications Owned by Bacou USA Inc., Bacou USA Safety, Inc. and Perfect Fit Glove Co., LLC.**

<u>Trademark</u>	<u>Reg. No./Serial No.</u>	<u>Description/Comments</u>
ASTROPACK	1,888,291	Assigned to Bacou USA Safety, Inc.
ASTRO SHIELD	1,877,492	Per Bacou, this mark was canceled (Section 8 affidavit not filed); still is a registered mark in the Trademark Office records. Plaintiff in Opposition Action No. 106242 against Serial No. 75-151484 for Trademark ASTROSHADE; status of Opposition unknown
ASTRO OTG	1,848,118	Assigned to Bacou USA Safety, Inc.
BANDIDO	2,347,971	Assigned to Bacou USA Safety, Inc.
CLT	1,940,664	Assigned to Bacou USA Safety, Inc.
ALPHA SPEC	1,947,245	Assigned to Bacou USA Safety, Inc. Plaintiff in Opposition No. 116358 against Serial No. 75-400737 for Trademark NIKE ALPHA PROJECT; status of Opposition unknown
COOL SPEC	1,841,235	Assigned to Bacou USA Safety, Inc.
CRICKET	1,304,807	Assigned to Bacou USA Safety, Inc.
DUO FLEX	1,885,883	Assigned to Bacou USA Safety, Inc.
DVO	1,663,324	Assigned to Bacou USA

<u>Trademark</u>	<u>Reg. No./Serial No.</u>	<u>Description/Comments</u>
		Safety, Inc.
EYE ARMOR	1,404,744	Assigned to Bacou USA Safety, Inc.
4C+	1,921,726	There is an outstanding issue regarding Bacou USA Safety, Inc.'s ownership of this mark (via assignment): Registrant is Uvex Safety, LLC, but Assignor is Uvex Safety, Inc. to Assignee Bacou USA Safety, Inc.
FLASHBACK	2,027,875	Assigned to Bacou USA Safety, Inc.
FLASHLITE	2,215,172	Assigned to Bacou USA Safety, Inc.
FURY	2,211,697	Assigned to Bacou USA Safety, Inc.
GIZMO	1,933,896	Assigned to Bacou USA Safety, Inc.
GRIPMAX	2,090,088	Assigned to Bacou USA Safety, Inc.
HIGH-FLYER	1,688,347	Assigned to Bacou USA Safety, Inc.
INFRA-DURA	1,482,260	Assigned to Bacou USA Safety, Inc.
LGT	1,750,730	Assigned to Bacou USA Safety, Inc.
PATRIOT	1,753,647	Assigned to Bacou USA Safety, Inc.
PC VISION	2,297,001	Registrant is listed as Trendmasters, Inc.; no assignment to Bacou USA Safety, Inc.
PRO-SPEC	1,388,956	Assigned to Bacou USA

<u>Trademark</u>	<u>Reg. No./Serial No.</u>	<u>Description/Comments</u>
		Safety, Inc.
PRO-VISION APS	1,556,653	Assigned to Bacou USA Safety, Inc.; Plaintiff in Opposition No. 116423 against Serial No. 75-611838 for Trademark PROVISION; status of Opposition unknown
QUICK SHADE	2,053,596	Assigned to Bacou USA Safety, Inc.; Plaintiff in Opposition No. 114832 against Serial No. 75-462494 for Trademark ULTRASHADE; status of Opposition unknown
RED WHITE AND BLUE EYEWEAR (design)	2,066,372	Assigned to Bacou USA Safety, Inc.
REFLEX	2,114,128	Assigned to Bacou USA Safety, Inc.
SKYPER	2,339,240	Registrant is Bacou USA Safety, Inc.
SPARTAN	2,206,615	Assigned to Bacou USA Safety, Inc.
SPARTAN	2,160,218	Assigned to Bacou USA Safety, Inc.
SPITFIRE	2,211,696	Assigned to Bacou USA Safety, Inc.
SCT SPECTRUM CONTROL TECHNOLOGY	1,783,913	Assigned to Bacou USA Safety, Inc.
ULTRA-SPEC	1,237,126	Assigned to Bacou USA Safety, Inc.
SPOGGLE	1,930,130	Assigned to Bacou USA Safety, Inc.; Plaintiff in Opposition No. 113281 against Serial No. 75-444201 for Trademark TOGGLE; status of Opposition unknown

<u>Trademark</u>	<u>Reg. No./Serial No.</u>	<u>Description/Comments</u>
TOPSIDER	1,384,049	Assigned to Bacou USA Safety, Inc.
UVEX	2,056,062	Assigned to Bacou USA Safety, Inc.
UVEX CLEAR	1,797,629	Assigned to Bacou USA Safety, Inc.
UVEX ASTROSPEC 3000	2,041,652	Assigned to Bacou USA Safety, Inc.
UVEX ASTRO RX	1,906,347	Assigned to Bacou USA Safety, Inc.
MAX	1,423,746	Assigned to Bacou USA Safety, Inc.
MAX LITE	1,797,687	Assigned to Bacou USA Safety, Inc.
LASER LITE	2,012,397	Assigned to Bacou USA Safety, Inc.
LEIGHT	1,943,733	Assigned to Bacou USA Safety, Inc.
(design – face logo)	1,919,507	Assigned to Bacou USA Safety, Inc.
(design)	1,923,704	Assigned to Bacou USA Safety, Inc.
LEIGHT SLEEPERS	2,079,963	Assigned to Bacou USA Safety, Inc.
OPTI-MUFF	2,088,195	Assigned to Bacou USA Safety, Inc.
READY-MUFF	2,139,616	Assigned to Bacou USA Safety, Inc.
LASER TRAK	2,189,871	Assigned to Bacou USA Safety, Inc.
D-TEK	2,196,443	Assigned to Bacou USA Safety, Inc.

<u>Trademark</u>	<u>Reg. No./Serial No.</u>	<u>Description/Comments</u>
OPTISORB	2,225,691	Assigned to Bacou USA Safety, Inc.
MULTIMAX	2,257,734	Assigned to Bacou USA Safety, Inc.
QB2	2,180,854	Assigned to Bacou USA Safety, Inc.
QB3	2,184,263	Assigned to Bacou USA Safety, Inc.
MAXMAN	2,253,647	Assigned to Bacou USA Safety, Inc.
(design - MAXMAN)	2,253,646	Assigned to Bacou USA Safety, Inc.
TIGER TAIL	2,352,708	Registrant is Bacou USA Safety, Inc.
QB1	2,287,864	Registrant is Bacou USA Safety, Inc.
LEIGHTNING	2,367,046	Registrant is Bacou USA Safety, Inc.
QUIET	2,321,050	Registrant is Bacou USA Safety, Inc.
QM24	2,311,749	Registrant is Bacou USA Safety, Inc.
QM24+	2,311,750	Registrant is Bacou USA Safety, Inc.
QUIET MUFF	2,357,041	Registrant is Bacou USA Safety, Inc.
QB1HYG	2,341,056	Registrant is Bacou USA Safety, Inc.
PANTHER	2,286,428	Assigned to Bacou USA Safety, Inc.
SMALLTALK	2,112,815	Assigned to Bacou USA Safety, Inc.

<u>Trademark</u>	<u>Reg. No./Serial No.</u>	<u>Description/Comments</u>
TWENTY TWENTY	2,133,116	Assigned to Bacou USA Safety, Inc.
COLORS 2000	2,065,037	Assigned to Bacou USA Safety, Inc.
LO-PRO	1,934,196	Assigned to Bacou USA Safety, Inc.
MIGHTY-LIGHT	2,027,425	Assigned to Bacou USA Safety, Inc.
PASSKEY	2,072,783	Assigned to Bacou USA Safety, Inc.
SUPERCHARGE	2,034,324	Assigned to Bacou USA Safety, Inc.
SALVAGE-MASTER	764,616	Registrant is U.S. Divers company and current owner is U.S.D. Corp.; no assignment to Bacou USA Safety, Inc.
SCEBA	1,210,352	Assigned to Bacou USA Safety, Inc.
BLUE 2000	1,759,097	Assigned to Bacou USA Safety, Inc.
SIGMA	1,951,647	Assigned to Bacou USA Safety, Inc.
ADAM	2,031,020	Assigned to Bacou USA Safety, Inc.
XL	1,255,159	Security interest granted to Connecticut Bank and Trust Co., N.A. (from Comasec, Inc.)
(design – arrow)	1,238,101	Security interest granted to Connecticut Bank and Trust Co., N.A. from Comasec, Inc.
SURVIVAIR	728,048	Chain of title problems: Registrant is U.S. Divers Co.;

<u>Trademark</u>	<u>Reg. No./Serial No.</u>	<u>Description/Comments</u>
		Assigned by U.S.D. Corp. to Comasec, Inc.; Assigned by U.S. Divers Co. to Bacou USA Safety, Inc.
SURVIVAIR	1,238,100	Security interest granted to Connecticut Bank and Trust Co., N.A. from Comasec, Inc.
INFRADUR	1,170,000	Assigned to Bacou USA Safety, Inc.
SKYPER X2	2,392,302	Registrant is Bacou USA Safety, Inc.
JUNK YARD DOG	2,130,337	Assigned to Perfect Fit Glove Co., LLC
GENESIS	1,660,548	Assigned to Bacou USA Safety, Inc.; but assignment was of ONLY a part of assignor interest
ULTRA-DURA	1,486,802 (5/3/88)	Assigned to Bacou USA Safety, Inc.
UVEX	1,410,203 (9/23/86)	Assigned to Bacou USA Safety, Inc.; Plaintiff in Opposition No. 111648 against Serial No. 75/279899 for Trademark UVTEX5); status of Opposition unknown
UVEXTREME	1,721,052 (9/29/92)	Only part of Assignor interest assigned by Uvex Winter Optik GmbH to Uvex Safety, Inc.; assigned by Uvex Safety, Inc. to Bacou USA Safety, Inc.

UVEX	1,521,624 (1/24/89)	Assigned to Bacou USA Safety, Inc.; Plaintiff Opposition No. 119796 against Serial No. 75/573097 for Trademark UV-MX+); status of Opposition unknown
UVEX	1,800,044 (10/19/93)	Assigned to Bacou USA Safety, Inc.
UVEX (design)	1,880,432 (2/28/95)	Assigned to Bacou USA Safety, Inc.; Only partial Section 8 affidavit accepted and therefore status of registration is uncertain
SURVIV-A-LIFE	1,148,805 (3/24/81)	Status of title in this mark is uncertain: Registrant is U.S. Divers Co.; 1986 assignment by U.S.D. Corp. to Comasec Inc.; 1986 security interest by Comasec Inc. to Connecticut Bank and Trust Co., N.A.; 1999 assignment by Comasec Inc. to Bacou USA Safety, Inc.; also Renewal of this registration was due 3/23/01 (unknown if a renewal application timely filed by Bacou)
BACOU	2,167,229 (6/23/98)	Registrant is Bacou USA, Inc.
GUARDDOG	2,301,792 (12/21/99)	Assigned to Perfect Fit Glove Co., LLC
PERFECT FIT	2,410,093 (12/5/00)	Registrant is Perfect Fit Glove Co., Inc.
PERFECT FIT GLOVE CO., INC.	2,408,005 (11/28/00)	Registrant is Perfect Glove Co., Inc.
ALUMESH	377,707 (5/14/40)	Status of title in this mark is uncertain: Title may have been assigned to United States Company; also unknown if this mark has been renewed since 5/14/80

PRO-FIT	1,727,175 (10/27/92)	Assigned to Bacou USA Safety, Inc.
PRO-TECH	2,057,323 (4/29/97)	Assigned to Bacou USA Safety, Inc.; Plaintiff in Cancellation No. 29804 against Serial No. 75/409287 for Trademark PROTEC Professional Technical Diving); status of Cancellation proceeding unknown
LEIGHTRONICS	75-537293 (8/17/98)	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
DIAMOND	75-885873 (1/3/00)	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
TECHNO-EXTREME	75-310339 (6/17/97)	Assigned to Bacou USA Safety, Inc.; status of application is uncertain (application was suspended 6/27/00 and may have been abandoned)

Trademark Applications:

ME TWO (<i>me 2</i>)	76-009,633	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
OUTBACK	76-042,539	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (request by third party for extension of time to file an Opposition against registration of the mark has been filed)
EZ READER	76-071296	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
SILENT EXTREME	75-310338	Assigned to Bacou USA Safety, Inc.; status of application is uncertain (application suspended 10/14/99 and may have been abandoned)
AQUABAND	75-349,652	Assigned to Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou and application may have been abandoned)
AIRSOFT	2,381,537	Per Bacou, this is an application which Bacou has put on hold; however, the Thomson & Thomson (T&T) search records show a registration for this mark in the name of Bacou USA Safety, Inc.

THUNDER	75-881,964	Per T&T records, this mark was registered 11/28/00 (Registration No. 2,408,679); Registrant is Bacou USA Safety, Inc.
OPTI-HELMET	75-670,043	Per T&T records, this mark was registered 11/21/00 (Registration No. 2,407,238); Registrant is Bacou USA Safety, Inc.
SURE-FIT	75-685,965	Per T&T records, this mark was registered 2/6/01 (Registration No. 2,427,502); Registrant is Bacou USA Safety, Inc.
PLUG DEPOT	75-689,983	Per T&T records, this mark was registered 1/23/01 (Registration No. 2,424,044); Registrant is Bacou USA Safety, Inc.
AQUASOFT	75-881,255	Applicant is Bacou USA Safety, Inc.; Statement of Use accepted but uncertain if the mark has been registered yet
CONTACT MUFF	75-808,920	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
PLUG BASE	75-831,952	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
QM25	75-807,380	Per T&T records, this mark was registered 8/15/00 (Registration No. 2,377,605); Registrant is Bacou USA

		Safety, Inc.
QUIET EXTREME	75-310,337	Assigned to Bacou USA Safety, Inc.; status of application uncertain (application was suspended and may have been abandoned)
T-LOC	75-797,926	Applicant is Titmus Optical, Inc.; status of application is uncertain (may have been abandoned)
ASTROMAG	75-871,816	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
MMT - MULTI-MATERIAL TECHNOLOGY	76-014,025	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
BEATS EVERYTHING IN SIGHT	75-809,301	Per T&T records, this mark was registered 1/16/01 (Registration No. 2,421,021)
SKYPER X2	2,392,302	Registrant is Bacou USA Safety, Inc.
UVEX STEALTH	75-223,480	Assigned to Bacou USA Safety, Inc.; status of application is uncertain (application was suspended) Plaintiff in Opposition No. 108769 against Serial No. 75/185,379 for Trademark STEALTH
SHARP-SHOOTER	75-849,441	Status of application is uncertain (request filed by third party for extension of time to file Opposition to

		registration of the mark)
SKYHAWK	75-719,227	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
SKYLINE	75-719,226	Per T&T records, this mark was registered 2/27/01 (Registration No. 2,432,266); Registrant is Bacou USA Safety, Inc.
UVEX U2	76-032,855	Applicant is Bacou USA Safety, Inc.
DUAL FORCE	75-822,565	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
FALCON	75-719,249	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
TOMCAT	75-719,482	Applicant is Bacou USA Safety, Inc.; application was approved for publication 4/2/01
SENSATION	76-070,685	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (Statement of Use may not have been timely filed by Bacou)
SKYBRITES	76-070,683	Applicant is Bacou USA Safety, Inc.
ASTROSHIELD	76-164644 (11/14/00)	Applicant is Bacou USA

		Safety, Inc.
FLASH-BLOCK	76-190490 (1/5/01)	Applicant is Bacou USA Safety, Inc.
FUGITIVE	76-190489 (1/5/01)	Applicant is Bacou USA Safety, Inc.
LASE-R-SHIELD (and design)	75-656384 (3/9/99)	Applicant is Bacou USA Safety, Inc.; status of application is uncertain (application was suspended 5/24/00)
MAVERICK	76-222282 (3/9/01)	Applicant is Bacou USA Safety, Inc.
SUPERSONIC	76-190486 (1/5/01)	Applicant is Bacou USA Safety, Inc.
TOUCH'N TRACK	76-186110 (12/26/00)	Applicant is Bacou USA Safety, Inc.
ULTRASONIC	76-190491 (1/5/01)	Applicant is Bacou USA Safety, Inc.
PLATINUM PROTECTIVE PRODUCTS	75-941908 (3/11/00)	Applicant is Platinum Protective Products, Inc.; status of application is uncertain (application may have been abandoned by a failure by Bacou to respond to an Office Action)

4.2 U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Daloz Safety, Inc.; Daloz Fall Protection Investment, Inc.; Daloz Investment, Inc.

Daloz Safety, Inc.

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁷
STELLAR	76-034296	April 26, 2000		Applicant is DSI
WILLSON CRUISER	76-034295	April 26, 2000		Applicant is DSI
HARVEST	75-933329	March 2, 2000		Applicant is DSI
TITAN BY MILLER	75-932374	March 2, 2000		Applicant is DSI
DALLOZ SAFETY	75-666859/ 2458122	March 24, 1999/ June 5, 2001		Registrant is DSI
MINIMEDIC	74-639044/ 2034314	February 27, 1995 / January 28, 1997		1996 assigned to DSI
WILLSON MILLENNIA	75-558856/ 2392120	September 28, 1998 / October 3, 2000		Registrant is DSI
WILLSONMAX	75-507833/ 2365150	June 24, 1998 / July 4, 2000		Registrant is DSI
MILLENNIUM 2000	75-474089	April 24, 1998	Application is suspended	Applicant is DSI
TURBOVISOR	75-376220	October 20, 1997		Applicant is DSI
PROLOK	75-281005/ 2219642	April 25, 1997 / January 19, 1999		Registrant is DSI
PREVAIL	75-280813/ 2217839	April 25, 1997 / January 12, 1999		Registrant is DSI
SAF-T-FIT	75-253184/ 2186809	March 6, 1997 / September 1, 1998		Registrant is DSI

³⁷ For additional disclosure regarding Chain of Title issues please see Schedule 12a of Facilities Agreement.

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title³⁷</u>
MILLENNIUM 2000	74-651204	March 24, 1995	Application abandoned May 1, 1998	1996 assigned to DSI
ST. TROPEZ	74-600082/ 2005051	November 17, 1994 / October 1, 1996		1996 assigned to DSI
NORMANDY	74-600081/ 2010847	November 17, 1994 / October 22, 1996		1996 assigned to DSI
CANNES	74-600080	November 17, 1994	Application abandoned October 11, 1997	1996 assigned to DSI
BRITTANY	74-600079/ 2001885	November 17, 1994 / September 17, 1996		1996 assigned to DSI
CALAIS	74-600077/ 2012539	November 17, 1994 / October 29, 1996		1996 assigned to DSI
MARATHON	74-525142/ 1894983	May 16, 1994 / May 23, 1995		1996 assigned to DSI
MARDI GRAS	74-505965/ 1947500	March 28, 1994 / January 9, 1996		1996 assigned to DSI
TRIMWELD	74-391001/ 1879143	May 17, 1993 / February 14, 1995		1996 assigned to DSI
BETA	74-368698/ 1848146	March 17, 1993 / August 2, 1994		1996 assigned to DSI
TSR	74-343457/ 1860293	December 28, 1992 / October 25, 1994		1996 assigned to DSI
ORION	74-303594/ 1838579	August 12, 1992 / June 7, 1994		1996 assigned to DSI

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁷
MX/PF	74-222956/ 1754993	November 18, 1991 / March 2, 1993		10/31/96 assigned by Bilsom Holdings USA, Inc. to DSI
PREMIER	74-208823/ 1757580	October 2, 1991 / March 9, 1993		1996 assigned to DSI
VALUAIR	74-208776/ 1753168	October 2, 1991 / February 16, 1993		1996 assigned to DSI
AIRMASTER	74-202557/ 1751831	September 12, 1991 / February 9, 1993		1996 assigned to DSI
GEMINI	74-142560/ 1710726	February 27, 1991 / August 25, 1992		1996 assigned to DSI
ECLIPSE	74-142559/ 1808360	February 27, 1991 / November 30, 1993		1996 assigned to DSI
FREEDOM	74-096529/ 1794116	September 13, 1990 / September 21, 1993		1996 assigned to DSI
POLYSAFE	74-074907/ 1673844	July 2, 1990 / January 28, 1992		1996 assigned to DSI
VISI-WEAR	74-059815/ 1654034	May 14, 1990 / August 13, 1991	Status of registration is uncertain (Renewal application was due no later than 8/12/01 and may not have been filed)	1996 assigned to DSI

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁷
SOUND BAN	73-799978/ 1608968	May 15, 1989 / August 7, 1990	Status of registration is uncertain (Renewal application was due no later than August 6, 2000 and may not have been filed)	1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
GALAXY	73-663663/ 1497492	May 28, 1987 / July 26, 1988		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
SPECTRA	73-623619/ 1436332	October 2, 1986 / April 14, 1987	Plaintiff in Opposition No. 77351 against Serial No. 73-660351 for Trademark SPECTRA VISION; status of Opposition unknown	1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
GALAXY	73-521614/ 1355147	February 11, 1985 / August 20, 1985		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
OP-TEMA	73-453911 / 1308753	November 18, 1983 /December 11, 1984	Plaintiff in Opposition No. 71095 against Serial No. 73-475558 for Trademark OPTIMA; status of Opposition unknown	1996 assigned to DSI

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁷
WILLSON	73-393342/ 1266963	September 29, 1982 / February 14, 1984		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
ALPHA	73-349665/ 1222462	February 10, 1982 / January 4, 1983		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
MIST-AWAY	72-412326/ 961461	January 10, 1972/ June 19, 1973		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
INFRA-BAN	72-349267/ 896018	January 22, 1970/ August 4, 1970	Status of registration is uncertain (Renewal and Sec. 8 affidavit were due no later than August 3, 2000 and may not have been filed)	1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
VUE-GUARD	72-270911/ 848181	May 8, 1967/ April 30, 1968	Plaintiff in Opposition No. 50451 against Serial No. 72/327339 for Trademark SIGHT-GARD; status of Opposition unknown	1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁷
FEATHER KAP (and design)	72-264397/ 853272	February 10, 1967/ July 23, 1968		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
ASTROGOGGLE	72-236246 / 821971	January 12, 1966/ January 10, 1967	Plaintiff in Opposition No. 89108 against Serial No. 74/106787 for Trademark ASTROSPEC; status of Opposition unknown	1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
DUSTGUARD	72-213856/ 833750	March 11, 1965 / August 15, 1967		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
FEATHER CLIP	72-088740 / 702902	January 11, 1960/ August 16, 1960	Status of registration uncertain (Renewal and Sec. 8 affidavit were due no later than 8/15/00 and may not have been filed)	1996 assigned to DSI; 1989 Security interest to Bankers Trust company and assigned to Credit Lyonnais (1993)
RESPIR-ETTE	72-085683/ 702656	November 19, 1959 / August 9, 1960	Status of registration uncertain (Renewal and Sec. 8 affidavit were due no later than 8/8/00 and may not have been filed)	1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁷
KWIK-KLIP	72-082335/ 0701026	September 29, 1959/ July 12, 1960		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
WILLSON (and design)	72-040705/ 0690609	November 14, 1957 / December 29, 1959		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
WILLSON (and design)	72-040704/ 0687588	November 14, 1957 / November 3, 1959		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
WILLSON	72-040703 / 0688258	November 14, 1957 / November 17, 1959		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
PLAS-TOUGH	71-617172/ 556085	July 31, 1951/ March 11, 1952		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
WILLSON- WELD	71-544951/ 514112	December 19, 1947 / August 23, 1949		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁷
PROTECTO-SHIELD	71-474971/ 420366	October 5, 1944/ April 9, 1946		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
PULMOSAN (stylized)	71-223409/ 217429	November 16, 1925 / August 31, 1926		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
W (stylized)	71-160734/ 174105	March 15, 1922 / October 2, 1923		1996 assigned to DSI; Registrant was Willson Goggles, Inc. (no assignment to Willson Products, Inc.) and assignment by Willson Products Inc. to Ray-O-Vac Company; SEE ALSO 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
TITE-SEAL	72-109248/ 733182	November 29, 1960 / June 19, 1962		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)

Daloz Fall Protection Investment, Inc. ("DFPI")

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title³⁸</u>
MILLER TRANSCENDOR	78-054683	March 23, 2001		Applicant is DFPI
MILLER DELTA FORCE	76-213463	February 21, 2001		Applicant is DFPI
MILLER SK	76-171556	November 27, 2000		Applicant is DFPI
MILLER MIGHTEVAC	76-171550	November 27, 2000		Applicant is DFPI
GRAVITY KILLS DEFY IT	76-091124	July 18, 2000		Applicant is DFPI
READYROOFER	76-091100	July 18, 2000		Applicant is DFPI
BACKBITER	75-793405/ 2385455*	September 7, 1999 / September 12, 2000		1/1/2000 assigned by DSI to Daloz Fall Protection Investment Inc.
TUF-BILT	75-713035	May 24, 1999	Opposition filed by Plastics Research Corporation re TUFF-BILT trademark – opposition terminated	1/1/2000 assigned by DSI to Daloz Fall Protection Investment Inc.
MILLER/TROLL	75-644290	February 19, 1999		1/1/2000 assigned by DSI to Daloz Fall Protection Investment Inc.
MS. MILLER	75-644289/ 2416900*	February 19, 1999 / January 2, 2001		1/1/2000 assigned by DSI to Daloz Fall Protection Investment Inc.
MILLER MINILITE	75-644137/ 2392854*	February 19, 1999 / October 10, 2000		1/1/2000 assigned by DSI to Daloz Fall Protection Investment Inc.

³⁸ For additional disclosure regarding Chain of Title issues please see Schedule 12a of Facilities Agreement.

* Assignments were made using Serial Number instead of registration number

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁸
MILLER SHADOW	75-644097	February 19, 1999		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.
MILLER MICROLOC	75-644059/ 2452405*	February 19, 1999 / May 22, 2001		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.
MILLER FAS	75-644058	February 19, 1999		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.
MILLER SIDEWINDER	75-644057	February 19, 1999		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.
SOFSTOP	75-414169/ 2287193	January 6, 1998 / October 19, 1999		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.
STRETCHSTOP	75-317300/ 2182280	June 30, 1997 / August 18, 1998		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.
DURAFLEX	75-147136/ 2159567	August 8, 1996 / May 19, 1998		1/1/2000 assigned from Dalloz Safety, Inc. to Dalloz Fall Protection Investment Inc.
SURETRACK	74-009585/ 1620975	December 11, 1989 / November 6, 1990		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.
MANHANDLER	74-692301/ 2184355	June 22, 1995 / August 25, 1998		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁸
MILLER (and design)	73-742767/ 1560575	July 28, 1988 / October 17, 1989		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc. 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
MILLER	73-740946/ 1558832	July 19, 1988 ; October 3, 1989		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment, Inc. 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
(design only – safety belt for utility pole climbing)	73-740544 / 1558830	July 18, 1988 / October 3, 1989		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment Inc.; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)
MANYARD	73-290778 / 1211365	December 22, 1980 / October 5, 1982		1/1/2000 assigned by DSI to Dalloz Fall Protection Investment, Inc.; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993)

Dalloz Investment, Inc. ("DII")

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title³⁹</u>
SOUND BAN	73-799978/ 1608968	May 15, 1989/ August 7, 1990	Status of registration uncertain (Renewal application and Section 8 affidavit were due no later than 8/6/00 and may not have been filed)	Assigned from DSI to DII January 1, 2000 - sent to be filed June 27, 2001; 1989 security interest to Banker's Trust Company and assigned to Credit Lyonnais (1993)
UL-TEMA	73-453910/ 1328147	November 18, 1983 / April 2, 1985		1996 assigned to DSI by Bilsom Holdings USA, Inc.; Assigned from DSI to DII January 1, 2000 - sent to be filed June 27, 2001
SOUND BARRIER	72-054027/ 679323	June 23, 1958/ May 26, 1959	Plaintiff in Opposition No. 54897 against Serial No. 72-415350; status of Opposition unknown	1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993); Assigned from DSI to DII January 1, 2000 - sent to be filed June 27, 2001
CAPPUCCINO	76-082279	July 3, 2000		Applicant is DII
MILLENNIA CRYSTALS	76-116425	August 25, 2000		Applicant is DII
V-MAXX	76-246677	April 23, 2001		Applicant is DII

³⁹ For additional disclosure regarding Chain of Title issues please see Schedule 12a of Facilities Agreement.

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁹
GLENSITE	72-147465 // 746572	June 22, 1962/ March 12, 1963		Chain of title is uncertain: 1996 assigned to DSI - Assigned from DSI to DII January 1, 2000 to DII - sent to be filed June 27, 2001; 1967 assignment from Omar Bakeries, Inc. (Columbus, OH) to Carver Foods Company (Houston, TX)
FOG-BAN	72-303049 // 935326	July 18, 1968/ June 6, 1972		1996 assigned to DSI; Assigned from DSI to DII on January 1, 2000 - sent to be filed June 27, 2001.
SOUND SILENCER	72-414987 / 966625	February 9, 1972 / August 21, 1973		1996 assigned to DSI; 1989 Security interest to Bankers Trust Company and assigned to Credit Lyonnais (1993); Assigned from DSI to DII January 1, 2000 - sent to be filed June 27, 2001

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing Date</u>	<u>Additional Information</u>	<u>Chain of Title</u> ³⁹
DAKOTA WRAPAROUND	74-367128 / 1987402	March 11, 1993 / July 16, 1996		Registrant is Bilsom AB but no assignment to Daloz Safety AB; assignment 1997 from Daloz Safety AB to DSI; Assigned from DSI to DII January 1, 2000 - sent to be filed June 27, 2001
SANTA CRUZ	74-410474 / 1864557	July 9, 1993 / November 29, 1994		Registrant is Bilsom AB - no assignment from Bilsom AB to Daloz Safety AB - but assignment from Daloz Safety AB to DSI (12/9/97); Assigned from DSI to DII January 1, 2000 - sent to be filed June 27, 2001
RETROSPEC	74-527516 / 1946097	May 19, 1994 / January 2, 1996		1996 assigned to DSI; Assigned from DSI to DII January 1, 2000 - sent to be filed June 27, 2001

5.0 TRADEMARK LICENSES

5.1 Bacou USA Safety, Inc.

Agreement and License effective May 18, 1998 by and between Bacou USA Safety, Inc. and Parmelee Industries, Inc. for nonexclusive license of U.S. Trademark No. 2,066,372 (consisting of a red, white and blue color combination for a pair of safety glasses). Payment of \$.04 per unit of Parmelee BLAZE safety glasses after Jan. 1, 1998.

5.2 Perfect Fit Glove Co., LLC

License and Distribution Agreement dated January 1, 2001 between Perfect Fit Glove Co., LLC and Bacou S.A. for license of name *Perfect Fit* in connection with sale of PFG products in the European Community. Bacou agrees to pay PFG royalty payments of ½ of 1% for each Licensed Product sold during the term of the Agreement.

5.3 Uvex Safety Manufacturing, Inc.

5.3.1 Amended and Restated Agreement of Transfer of Trademarks, Know-How and Related Matters among Bacou USA, Uvex Winter Holding, Uvex Arbeitsschutz, Uvex Safety, Uvex Winter Optical and Uvex Safety Manufacturing, as modified (11/2/95)

5.3.2 License Agreement between Uvex Winter Optik GmbH and Uvex Winter Optical, Inc. dated 6/1/86 and First Amendment thereto (10/31/94)

5.3.3 License Agreement between Uvex Winter Optik GmbH and Uvex Winter Optical, Inc. (7/1/92); and First Amendment to the 1992 License Agreement (10/31/94)

5.3.4 License Agreement between Uvex Arbeitsschutz GmbH & Co.KG and Uvex Safety, Inc. (6/18/97)

5.3.5 1998 General Amendment to the Cooperation Agreement, 1986 License Agreement, 1992 License Agreement, 1997 License Agreement, and Lease Agreement. (1/1/98)

5.3.6 1999 Amendment to Cooperation Agreement between Bacou USA/Uvex Winter Holding GmbH/Uvex Arbeitsschutz GmbH/Uvex Winter Optical Inc./Uvex Safety/Uvex Safety Manufacturing, Inc. (7/27/99)

5.3.7 2000 Amendment to Cooperation Agreement between Bacou USA/Uvex Winter Holding GmbH/Uvex Arbeitsschutz GmbH/Uvex Winter Optical/Uvex Safety/Uvex Safety Manufacturing, Inc. (1/1/00)

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of September 4, 2001 (the "Agreement"), made by the Grantors parties thereto for the benefit of CHASE MANHATTAN INTERNATIONAL LIMITED, as Security Agent. The undersigned agrees for the benefit of the Security Agent and the Finance Parties as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.
2. The undersigned will notify the Security Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) of the Agreement.
3. The terms of Sections 6.3(c) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 of the Agreement.

[NAME OF ISSUER]

By: _____
Name:
Title:

Address for Notices:

Fax:

Annex 1 to
Guarantee and Collateral Agreement

ASSUMPTION AGREEMENT, dated as of _____, 200_, made by _____ (the "Additional Grantor"), in favor of CHASE MANHATTAN INTERNATIONAL LIMITED, as security agent (in such capacity, the "Security Agent") for the banks and other financial institutions or entities (the "Finance Parties") parties to the Facilities Agreement referred to below and any other Finance Document (as defined in the Facilities Agreement). All capitalized terms not defined herein shall have the meaning ascribed to them in such Facilities Agreement.

W I T N E S S E T H :

WHEREAS, CHRISTIAN DALLOZ S.A., BACOU S.A., CHRISTIAN DALLOZ HD GMBH & CO KG, CHRISTIAN DALLOZ (UK) LTD, DALLOZ HOLDINGS PTY LTD., BACOU DEVELOPPEMENT SA, OXBRIDGE SA, COMMODITEX SA, UVEX SAFETY MANUFACTURING, INC., SCHAS INDUSTRIES, LLC, ENGINEERING HENRI BACOU SA, BACOU-DALLOZ INVESTMENT, INC., BACOU USA, INC., DALLOZ SAFETY, INC., BACOU USA SAFETY, INC. AND PERFECT FIT GLOVE CO., LLC (collectively with the other borrowers under the Facilities Agreement, the "Borrowers"), the Banks and the Security Agent have entered into a Facilities Agreement, dated as of September 4, 2001 (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement");

WHEREAS, in connection with the Facilities Agreement, the Borrowers and certain of their Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of September 4, 2001 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Security Agent for the benefit of the Finance Parties;

WHEREAS, [the Facilities Agreement requires the Additional Grantor][the Additional Grantor wishes] to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title:

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

E-MAIL ADDRESS

(212) 455-2254

RGreenberg@stblaw.com

BY EXPRESS MAIL

November 30, 2001

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Assignment Division
1213 Jefferson Davis Hwy, 3rd Floor
Arlington, VA 22202


Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of Chase Manhattan International Limited, as Security Agent, covering 133 U.S. trademark registrations and trademark applications. Please note that a copy of a Domestic Representative Designation is also attached.

A check for \$3,340 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,


Robyn Greenberg

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

TRADEMARK
REEL: 002392 FRAME: 0778



CHEESWRIGHTS

NOTARIES PUBLIC

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Facsimile: 020 7 623 5428


E-mail: cheeswrights@compuserve.com

www.cheeswrights.co.uk

DX 627/London City EC3

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature "B. W. Scammell" subscribed to the document hereunto annexed, such signature having been this day subscribed in my presence by BRIAN WERNHER SCAMMELL, authorised signatory of the company styled CHASE MANHATTAN INTERNATIONAL LIMITED of London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twentieth day of September one thousand nine hundred and ninety nine.



Ruth M. Campbell

My Commission Expires with Life

A J Burgess N P Ready
Ruth M Campbell J B Burgess E Gardiner

TRADEMARK

RECORDED: 12/03/2001

REEL: 002392 FRAME: 0779