

05-06-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Meilink Safe Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Kentucky
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: 04/24/2002

2. Name and address of receiving party(ies)

 Name: Transamerica Business Capital
 Internal Corporation, as Agent
 Address: Suite 720

Street Address: 8750 West Bryn Mawr

City: Chicago State: IL Zip: 60631

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

 If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark Registration No.(s)

See attached Schedule 1

Additional number(s) attached ☒ Yes ☐ No

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

Name: Michelle K. Matthes

Internal Address: Latham & Watkins

Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$165.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Michelle K. Matthes

Name of Person Signing

 Michelle K. Matthes May 3, 2002
 Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

05/07/2002 GTOW11 00000077 2398552

01 FC:481
02 FC:48240.00 OP
125.00 OPTRADEMARK
REEL: 002498 FRAME: 0626

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

UNITED STATES MARKS

OWNER	TRADEMARK	REGISTRATION DATE AND NO.
Meilink Safe Company	Dauntless	10/24/2000 2,398,552
Meilink Safe Company	Meilink Centennial	10/24/00 2,398,546
Meilink Safe Company	Serious Security	10/24/00 2,398,553
Meilink Safe Company	Thermosafe	10/24/00 2,398,550
Meilink Safe Company	Thermo Vault	10/24/00 2,398,551

TRADEMARK APPLICATIONS

Mark	Application Number	Date
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We Build Confidence	S/N: 76136786	6/26/2001
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TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
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N/A

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Sched. I -1

CH_DOCS\393667.2[W2000]

**TRADEMARK
REEL: 002498 FRAME: 0627**

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2002, by MEILINK SAFE COMPANY, a Kentucky corporation ("Grantor"), in favor of TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and among Grantor, the Persons named therein as other Borrowers, Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

MEILINK SAFE COMPANY

By: 
Name: DOUGLAS J. VIET
Title: SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

TRANSAMERICA BUSINESS CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

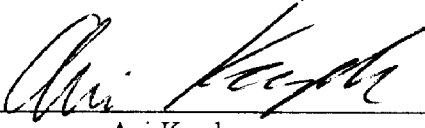
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEILINK SAFE COMPANY

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

TRANSAMERICA BUSINESS CAPITAL
CORPORATION

By:  _____
Name: Ari Kaplan
Title: Vice President

TRADEMARK REGISTRATIONS

OWNER	TRADEMARK	REGISTRATION DATE AND NO.
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Meilink Safe Company	Meilink Centennial	10/24/00 2,398,546
Meilink Safe Company	Serious Security	10/24/00 2,398,553
Meilink Safe Company	Thermosafe	10/24/00 2,398,550
Meilink Safe Company	Thermo Vault	10/24/00 2,398,551

We Build Confidence	S/N: 76136786	6/26/2001
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TRADEMARK
REEL: 002498 FRAME: 0632