

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): Silencio/Safetv Direct, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation – Nevada <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Regiment Capital III, L.P.</p> <p>Internal Address: _____ Street Address: 222 Berkeley Street, 12th Floor City: Boston State: MA Zip: 02116</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____</p> <p><input checked="" type="checkbox"/> Limited Partnership – a Delaware Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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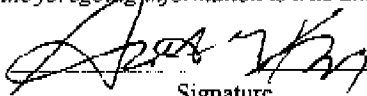
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: February 11, 2004</p>	
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1845553; 1872312; 2229559; 2229558; 829754; 509235; 1161003; 1785601; 526015; 2013438</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Scott M. Kareff, Esq. Internal Address: Schulte Roth & Zabel LLP</p> <p>Street Address: 919 Third Avenue</p> <p>City: New York State: N.Y. Zip: 10022</p>	<p>6. Total number of applications and registrations involved: 10</p> <p>7. Total fee (37 CFR 3.41)..... \$ 265.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 500675 – Schulte Roth & Zabel LLP</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Scott M. Kareff, Esq.  **February 17, 2004**
Name of Person Signing Signature Date

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

Mall documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20221

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Silencio/Safety Direct, Inc., a Nevada Corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of February 11, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Regiment Capital III, L.P., as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

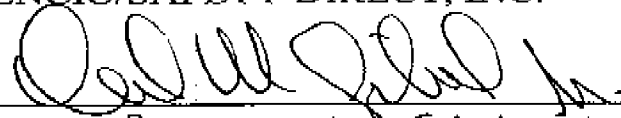
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

N WITNESS WHEREOF, the Assignor has caused this Assignment to be duly officer thereunto duly authorized as of February 11, 2004.

SILENCIO/SAFETY DIRECT, INC.

By: 
Name: David M. Gilchrist, Jr.
Title: CEO and President

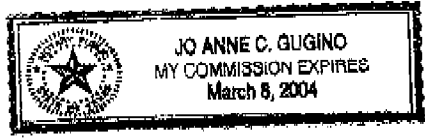
STATE OF Texas

COUNTY OF Dallas

SS.:

On this 11th day of Feb., 2004, before me personally came Dario M. Gilchrist to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO & President of Silencio/Safety Direct, Inc., a Nevada Corp., and that s/he executed the foregoing instrument in the firm name of Silencio/Safety Direct, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

JoAnne C. Gugno



SCHEDULE 1A TO ASSIGNMENT FOR SECURITYTRADEMARKS

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
Silencio/Safety Direct, Inc.	US	CLEANPOWER	74432619	1845553	07/19/1994
Silencio/Safety Direct, Inc.	US	TEAM SILENCIO & Design	74433958	1872312	01/10/1995
Silencio/Safety Direct, Inc.	US	RIG SPORTSMAN'S PRODUCTS BY TEAM	75286689	2229559	03/02/1999
Silencio/Safety Direct, Inc.	US	RIG SPORTSMAN'S PRODUCTS BY TEAM	75286684	2229558	03/02/1999
Silencio/Safety Direct, Inc.	US	EZE-SCORER	72235024	829754	06/06/1967
Silencio/Safety Direct, Inc.	US	RIG	71521163	509235	05/03/1949
Silencio/Safety Direct, Inc.	US	RIG-RAG (Stylized)	73215491	1161003	07/14/1981
Silencio/Safety Direct, Inc.	US	CLEANPOWER		1,785,601	8/3/1993
Silencio/Safety Direct, Inc.	US	Rig		526,015	6/10/50
Silencio/Safety Direct, Inc.	US	TEAM SILENCIO		2,013,438	1/10/1995

SCHULTE ROTH & ZABEL LLP

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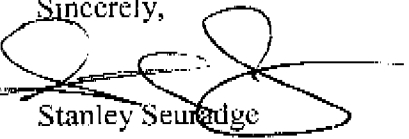
<u>To</u>	<u>Company</u>	<u>Fax No.</u>	<u>Confirmation No.</u>
Assignment Division	U.S. Patent and Trademark Office	(703) 306-5995	(703) 308-9723

FROM: Stanley Seuradge	DATE: 2/3/04
DIRECT DIAL: (212) 610-7495	Number of Pages: 6
Number of Cover Sheets: 1	(Including Fax Cover Page)
FILE NO.: 059182.0015	

Dear Sir/Madam:

Attached please find a security agreement to be recorded at the USPTO. Should you have any questions, please call me at (212) 610-7495. Thank you.

Sincerely,


Stanley Seuradge
Legal Assistant

THE INFORMATION CONTAINED IN THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

For incomplete transmission please call (212) 756-2000 ext.6076

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RECORDED: 02/18/2004

TRADEMARK
REEL: 002796 FRAME: 0297