

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

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

1. Name of conveying party(ies):  
**American Allsafe Company**

Individual(s)                       Association  
 Corporation – **Delaware**  
 Other

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

2. Name and address of receiving party(ies)  
Name: **Regiment Capital III, L.P.**

Internal Address: \_\_\_\_\_  
Street Address: **222 Berkeley Street, 12th Floor**  
City: **Boston** State: **MA** Zip: **02116**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_

Limited Partnership – **a Delaware Limited Partnership**  
 Corporation  
 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement  
 Change of Name  
 Other

Execution Date: **February 11, 2004**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
**2177109; 784477; 1346413; 1348161; 795601; 809115;  
2388506; 1456262; 1480527; 2583766; 1499297; 1500244**

Additional number(s) attached  Yes  No

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

Name: **Scott M. Kareff, Esq.**  
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41)..... \$ **315.00**


Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**500675 – Schulte Roth & Zabel LLP**

(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.*

**Scott M. Kareff, Esq.**                                            **February 17, 2004**

Name of Person Signing                      Signature                      Date

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

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

CH \$316.00 600676 2177109

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, American Allsafe Company, a Delaware 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");

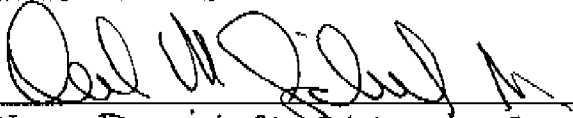
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill 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.

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

AMERICAN ALLSAFE CO.

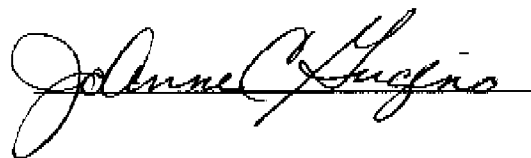
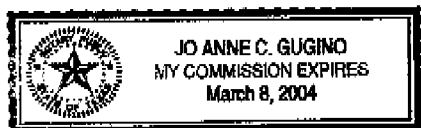
By:   
Name: David M. Christ, Jr.  
Title: CEO and President

STATE OF Texas

COUNTY OF Dallas

ss.:

On this 14th day of Feb., 2004, before me personally came David M. Gilekrist, Jr., 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 American Alstate Co., a Delaware corp, and that s/he executed the foregoing instrument in the firm name of American Alstate Co., 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.

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY****TRADEMARKS**

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
American Allsafe Company	BX	LAMBA	76541	547409	12/01/1994
American Allsafe Company	GR	LAMBA	118264	118264	09/17/1996
American Allsafe Company	GR	LAMBA DESIGN	118469	118469	05/16/1997
American Allsafe Company	HU	LAMBA	M94 02655	141,850	01/10/1997
American Allsafe Company	HU	LAMBA DESIGN	M94 02654	142,088	02/12/1997
American Allsafe Company	PL	LAMBA	Z-135594	90924	07/03/1996
American Allsafe Company	PL	LAMBA DESIGN	Z-135593	91035	07/25/1996
American Allsafe Company	ES	LAMBA	1914541	1.914.541	02/03/1995
American Allsafe Company	ES	LAMBA DESIGN	1914540	1.914.540	02/03/1995
American Allsafe Company	US	ROTO-CLIP	74730855	2177109	07/28/1998
American Allsafe Company	PG	LAMBA DESIGN	58452	A58452	11/29/1994
American Allsafe Company	AU	LAMBA DESIGN	647049	647049	03/07/1996
American Allsafe Company	SE	LAMBA DESIGN	94-02959	263 339	12/30/1994
American Allsafe Company	TW	LAMBA	83000743	662840	01/01/1995
American Allsafe Company	SE	LAMBA	94-02958	263 807	01/27/1995
American Allsafe Company	US	APEX	72186299	784477	02/02/1965
American Allsafe Company	DK	LAMBA DESIGN	VA 02.194 1994	VR 1995 00796	02/03/1995
American Allsafe Company	NO	LAMBA DESIGN	94.1692	167307	03/16/1995
American Allsafe Company	DK	LAMBA	VA 02.193 1994	VR 1995 02897	05/12/1995
American Allsafe Company	FI	LAMBA	1378/94	137808	05/22/1995
American Allsafe Company	FI	LAMBA DESIGN	1378/94	137809	05/22/1995
American Allsafe Company	US	AMERICAN ALLSAFE CO.	73514236	1346413	07/02/1985
American Allsafe Company	US	AMERICAN ALLSAFE CO. & Design	73514237	1348161	07/09/1985
American Allsafe Company	US	APEX & Design	72192861	795601	09/07/1965
American Allsafe Company	BR	APEX	817585460	817585460	02/06/1996
American Allsafe Company	BR	AMERICAN ALLSAFE	817585478	817585478	02/06/1996
American Allsafe Company	US	BARGARD	72223484	809115	05/31/1966
American Allsafe Company	US	ALLWELD	75570271	2388506	09/19/2000
American Allsafe Company	US	ULTRA-LIGHT	73623211	1456262	09/08/1987
American Allsafe Company	AU	LAMBA	551563	551563	02/07/1994
American Allsafe Company	US	FACE SAVER	73623217	1480527	03/15/1988
American Allsafe Company	NO	LAMBA	97.3626	189.478	04/23/1998
American Allsafe Company	JP	LAMBA	83771/94	4146889	05/22/1998
American Allsafe Company	US	CUDASPREE	76243872	2583766	06/18/2002
American Allsafe Company	GB	LAMBA	1471307	1471307	07/17/1992
American Allsafe Company	GB	LAMBA DESIGN	1471306	1471306	12/18/1992
American Allsafe Company	US	BIG WINDOW	73669916	1499297	08/09/1988
American Allsafe Company	US	MISCELLANEOUS	73623212	1500244	08/16/1988