

Form FTQ-1594
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5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies):

Jackson Products, Inc.

- Individual(s) Association
- Corporation a Delaware Corporation
- 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: **February 11, 2004**

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

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

A. Trademark Application No. (s)
76/230164

B. Trademark Registration No.(s)
**2137215; 2170216; 2180634; 2180621; 992383; 1348789;
2394300; 2483107; 2108453; 855024; 2636330; 858564;
864229; 2717895; 2759827; 700794; 701791; 1715292;
945131; 1764228; 1772283; 1812772; 1802604**

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: **24**

7. Total fee (37 CFR 3.41).....\$ **615.00**

- 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 \$615.00 500675 76230164

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Jackson Products, Inc., 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");

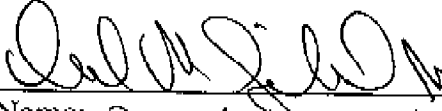
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to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

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

JACKSON PRODUCTS, INC.

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

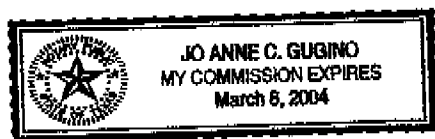
STATE OF Texas

ss.:

COUNTY OF Dallas

On this 11th day of Feb., 2004, before me personally came David 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 Jackson Products, Inc., a Delaware Corp., and that s/he executed the foregoing instrument in the firm name of Jackson Products, 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.

Jo Anne C. Gugno



SCHEDULE 1A TO ASSIGNMENT FOR SECURITYTRADEMARKS

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
Jackson Products, Inc.	US	JACKSON & Design	75242520	2137215	02/17/1998
Jackson Products, Inc.	TW	JACKSON	82054048	640677	04/16/?
Jackson Products, Inc.	US	NOMADS	75169151	2170216	06/30/1998
Jackson Products, Inc.	CA	JACKSON & Design	335744	TMA200339	07/05/?
Jackson Products, Inc.	TW	JACKSON	82054047	649193	07/16/?
Jackson Products, Inc.	TW	JACKSON	82054049	649543	07/16/?
Jackson Products, Inc.	US	MORSAFE	75331692	2180634	08/11/1998
Jackson Products, Inc.	US	SHADOW	75330740	2180621	08/11/1998
Jackson Products, Inc.	US	JACKSON	72428811	992383	09/03/1974
Jackson Products, Inc.	US	WRAP-A-ROUND	73426463	1348789	07/09/1985
Jackson Products, Inc.	US	PRIZM	75672795	2394300	10/10/2000
Jackson Products, Inc.	US	APCP	75662282	2483107	08/28/2001
Jackson Products, Inc.	US	SOLEX	75097866	2108453	10/28/1997
Jackson Products, Inc.	US	JACKSON QUALITY PRODUCTS J	72240490	855024	08/20/1968
Jackson Products, Inc.	US	HEADTURNERS	76003415	2636330	10/15/2002
Jackson Products, Inc.	US	UNIGOGGLE	72249931	858564	10/15/1968
Jackson Products, Inc.	US	SNUGSIDE	72290374	864229	01/28/1968
Jackson Products, Inc.	US	ALLSAFE SAFETY EYEWEAR	76223923	2717895	05/20/2003
Jackson Products, Inc.	US	NEXGEN	76311513	2759827	09/02/2003
Jackson Products, Inc.	FR	JACKSON & Design	188617	1,575,878	02/15/?
Jackson Products, Inc.	DE	JACKSON & Design	J 24 858/9 Wz	1,169,912	02/23/?
Jackson Products, Inc.	IT	JACKSON & Design	19337-C/90	583529	04/05/?
Jackson Products, Inc.	US	CABLEHITCH	72954978	700794	07/12/1960
Jackson Products, Inc.	US	CURV-O-MARK and Design	72073895	701791	07/26/1960
Jackson Products, Inc.	US	EQC	74220835	1715292	09/15/1992
Jackson Products, Inc.	US	QUIK-TRIK	72396297	945131	10/17/1972
Jackson Products, Inc.	US	WRAP-A-ROUND	74277053	1764228	04/13/1993
Jackson Products, Inc.	JP	JACKSON & Design	62456/90	2545908	06/30/?
Jackson Products, Inc.	CA	JACKSON	1020417	TMA540703	02/02/2001
Jackson Products, Inc.	US	AUTOSENSE	74232431	1772283	05/18/1993
Jackson Products, Inc.	US	ENVIZION & Design	74237027	1812772	12/21/1993
Jackson Products, Inc.	US	EYE DESIGN	74224374	1802604	11/02/1993
Jackson Products, Inc.	MX	ADEN		451526	
Jackson Products, Inc.	TW	ADEN		616032	
Jackson Products, Inc.	MX	JACKSON		395400	
Jackson Products, Inc.	TW	JACKSON & Design		616033	
Jackson Products, Inc.	TW	JACKSON		631151	
Jackson Products, Inc.	US	JP INC & DESIGN	76/230164		03/23/2001