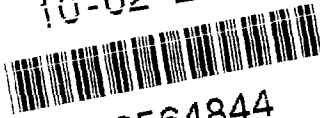


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): CairnsAir, Inc.

9.29.03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Assignment of Rights as Beneficiary

Execution Date: 08/27/03

2. Name and address of receiving party(ies)

Name: GlobalSecure Safety Products, Inc. Internal Address: Suite 230

Street Address: 8701 Corporate Drive City: Landover State: MD Zip: 20785

- 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)

B. Trademark Registration No.(s) 2263332

Additional number(s) attached Yes No

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

Name: Dana O. Lynch

Internal Address:

Whiteford, Taylor & Preston L.L.P.

Street Address: Seven Saint Paul Street

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

2003 SEP 29 AM 7:51 SDFR/FINANCE

10/01/2003 DBYRNE 00000176 2263332

DO NOT USE THIS SPACE

01 FC:0521 9. Signature. 40.00 00

Dana O. Lynch Name of Person Signing

Dana O. Lynch Signature

09/29/03 Date

Total number of pages including cover sheet, attachments, and document: 7

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

**ASSIGNMENT OF CAIRNSAIR RIGHTS AS A BENEFICIARY  
AND LICENSEE OF THE TRADEMARK TRUST**

This Assignment of CairnsAir Rights as a Beneficiary and Licensee of the Trademark Trust ("Assignment") is made this 27<sup>th</sup> day of August, 2003, by and between CairnsAir, Inc., a Delaware corporation, having a place of business at 2020 Firedancer Lane, Bear, DE 19701, ("CairnsAir"), and GlobalSecure Safety Products, Inc., a Delaware corporation, having a place of business at 8701 Corporate Drive, Suite 230, Landover, Maryland 20785 ("GlobalSecure").

**Agreement**

CairnsAir, as successor-in-interest to CairnsAir, LLC, is one of the beneficiaries of The Cairns Trademark Trust Agreement executed on October 2, 1995 by and among CairnsAir, Cairns & Brother, Inc., a Delaware corporation, having a place of business at 60 Webro Road, Clifton, New Jersey 07012 ("C&B"), Christopher E. Coombs, 96 Lake Drive, Mountain Lakes, New Jersey 07046 and William T. McCutcheon, Jr., 51 Hampton Road, Chatham Township, New Jersey 07928 ("Trustees"). Pursuant to an Exclusive Trademark and Service Mark License Agreement executed on October 2, 1995 between The Cairns Trademark Trust and CairnsAir, LLC ("License Agreement"), CairnsAir has been granted an exclusive and royalty-free license to use the trademarks listed on Schedule A, attached hereto and incorporated herein.

Pursuant to terms and conditions of an Agreement of Transfer of Assets executed between the parties on August 27<sup>th</sup>, 2003, CairnsAir desires to transfer any and all of its right, title and interest in and to the License Agreement, and any amendments to such agreements, to GlobalSecure, and GlobalSecure desires to acquire such rights. For good and valuable consideration, the sufficiency and receipt of which CairnsAir acknowledges, CairnsAir agrees as follows:

1. **Assignment.** CairnsAir hereby transfers and assigns to GlobalSecure all of its right, title and interest in and to use the trademarks listed on Schedule A pursuant to the Cairns Trademark Trust Agreement and License Agreement, and any amendments to such agreements, to be held and enjoyed by GlobalSecure for its own use and any of its subsidiaries and affiliates. CairnsAir agrees that GlobalSecure shall have all of the rights and privileges as a beneficiary under The Cairns Trademark Trust Agreement and as a licensee under the License Agreement with respect to the Marks listed on Schedule A.
2. **Retained Rights.** GlobalSecure acknowledges that Christopher E. Coombs is currently the Trustee of The Cairns Trademark Trust and that he will continue to act in this capacity pursuant to terms and conditions of The Cairns Trademark Trust Agreement.
3. **Abandonment.** In the event GlobalSecure and its subsidiaries and affiliates Abandon any of the trademarks listed on Schedule A, then the rights to such Abandoned trademarks or service mark as set forth in the License Agreement shall automatically revert back CairnsAir. For purposes of this Assignment, GlobalSecure shall be deemed to have "Abandoned" a trademark or service mark upon either (a) GlobalSecure's continuous non-use of the mark for a period of thirty (30) months or (b) GlobalSecure's failure to satisfy the covenants set forth in Section 4 hereof following (i) written notice by CairnsAir of such failure and (ii) ninety (90) days to cure such failure. In the event that a currently registered Mark is not renewed, CairnsAir agrees that GlobalSecure would be unable to re-register

such Mark within the cure period and that any failure to renew may be cured by the filing of a new application for federal registration of such Mark.

4. **Covenants.** As a beneficiary under The Cairns Trademark Trust Agreement and as a licensee under the License Agreement, GlobalSecure covenants to prosecute and renew the trademarks listed on Schedule A with the U.S. Patent & Trademark Office and protect such marks against infringement by third parties as contemplated by Articles VI and VII of The Cairns Trademark Trust Agreement and the terms of this Assignment. GlobalSecure shall be responsible for applying for, prosecuting, and renewing the registered Marks in the name of the Trust and for paying all fees and expenses in connection therewith directly to the U.S. Patent and Trademark Office and/or GlobalSecure's attorney, as applicable. GlobalSecure shall not be required to pay fees and/or expenses indirectly through the Trust or any Trustee.
5. **Representations and Warranties.** CairnsAir represents, warrants and covenants that: (a) CairnsAir has the full and exclusive right to assign its rights under the License Agreement to GlobalSecure as provided herein; (b) CairnsAir is not or shall not be obligated to make any royalty or other payment to any party with respect to the License Agreement; and (c) neither the execution nor delivery of this Assignment by CairnsAir, nor the consummation of the transactions contemplated hereby, will result in the creation or imposition of any lien, nor will either violate, conflict with, or constitute a default under, the terms and conditions of any license or agreement to which CairnsAir may be subject.
6. **Indemnification.** CairnsAir agrees to indemnify, defend and hold GlobalSecure, its successors and assigns, harmless of and from any damage, loss, cost or expense or any other liability of every nature, kind and description whatsoever (including, without limitation, reasonable attorneys' fees and expenses) incurred or suffered by GlobalSecure, by reason of or resulting from or arising out of: (a) any misrepresentation or breach of any representation, warranty, covenant or agreement herein; (b) any failure of CairnsAir to perform any of its obligations under this Assignment.
7. **Further Assurances.** CairnsAir hereby agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments from time to time, as either may at any time reasonably request in order to better assure and confirm unto GlobalSecure its rights, powers and remedies conferred hereunder.
8. **Miscellaneous.** This Assignment, including any exhibits and schedules attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, relating thereto. This Assignment may be amended or modified only in a writing executed by both parties. This Assignment shall inure to the benefit of, and shall be binding upon, the parties, their respective successors and permitted assigns. Executed copies of this Assignment may be delivered by facsimile transmission or other comparable electronic means. If for any reason any provision of this Assignment shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Assignment shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such

provision shall then be enforceable and enforced. This Assignment shall be governed, enforced, performed and construed in accordance with the laws of the State of Maryland (excepting those conflicts of laws provisions which would serve to defeat application of Maryland substantive law). CairnsAir hereby submits to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto, or in the event any ruling, finding or other legal determination is required or desired hereunder. CairnsAir hereby expressly recognizes and acknowledges that extensive and irreparable damage would result in the event that this Assignment is not specifically enforced; therefore, GlobalSecure's rights hereunder shall be enforceable in a court of equity by a decree of specific performance and appropriate injunctive relief may be applied for and granted in connection therewith.

**[Signature page follows.]**

IN WITNESS WHEREOF, the parties have caused the execution of this Assignment of CairnsAir Rights as a Beneficiary and Licensee of the Trademark Trust as of the 27 day of August, 2003.

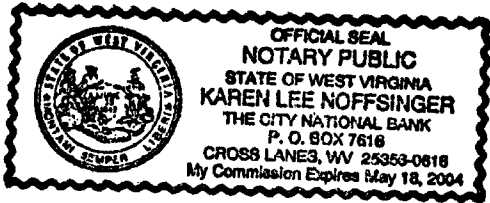
CAIRNSAIR, INC.

*Christopher E. Coombs*  
Christopher E. Coombs, President

STATE OF West Virginia, COUNTY OF Kanawha, TO WIT:

On this 27 day of August, 2003, before me appeared Christopher E. Coombs, having been satisfactorily proven to be said person, being duly authorized, who signed this Agreement on behalf of CairnsAir, Inc.

*Karen Lee Noffsinger*  
NOTARY PUBLIC  
My Commission Expires May 18, 2004



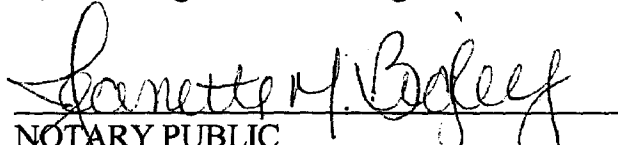
IN WITNESS WHEREOF, the parties have caused the execution of this Assignment of CairnsAir Rights as a Beneficiary and Licensee of the Trademark Trust as of the \_\_\_\_ day of August, 2003.

**GLOBALSECURE SAFETY PRODUCTS, INC.**

  
\_\_\_\_\_  
Craig Bandes, President

STATE OF Maryland, COUNTY OF Prince George, TO WIT:

On this 27<sup>th</sup> day of August, 2003, before me appeared Craig Bandes, having been satisfactorily proven to be said person, being duly authorized, who signed this Assignment on behalf of GlobalSecure Safety Products, Inc.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 3-4-06

JEANETTE M. BIGBY  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires March 4, 2006

**Schedule A**

**Registered Marks**

<b>MARK</b>	<b>USPTO REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
CAIRNSCOM	2263332	07/20/99

**Common Law Marks**

<b>MARK</b>	<b>GOODS/SERVICES</b>
CAIRNSAIR	Life support systems, namely, self-contained breathing apparatus for firefighting and industrial applications and parts therefor
CAIRNSAIR -	Radio voice communication system comprised of antenna, microphone and transceiver for providing radio voice communication between journeymen firefighters, police, military personnel, industrial employees and hazardous material handling personnel and between journeymen and a group leader and between a group leader and a communication center such as a fire engine or fire company, base station or repeater; plastic or metal interlocking device for attaching a face shield to a firefighter's helmet; firefighter's protective gloves

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