

03-03-2004



102683040

To the Honorable Commissioner of Patent and Trademark Office, please return the attached original documents or copy thereof.

1. Name of conveying party(ies): TMT-Pathway, LLC 3.1-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: CIT Group/Business Credit, Inc.
Internal Address:
Street Address: 5420 LBJ Freeway, Suite 200
City: Dallas State: TX Zip: 75240
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation-State
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) 1904836

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Alan Schnacke
Internal Address:
Street Address: 5420 LBJ Freeway, Suite 200
City: Dallas State: TX Zip: 75240

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 50-2816 (deficiency only)

OPR/FINANCE
MAR - 1 AM 7:28

DO NOT USE THIS SPACE

9. Signature.
Thomas A. Kulik
Name of Person Signing
Signature
February 2004
Date

Total number of pages including cover sheet, attachments, and document: 10

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

03-03-2004 102683040 00000024 1904836

40.00 DP
200.00 DP

CONTINUATION OF ITEM 4

Applications

Registrations

2287920

2368870

2038597

2628832

1508744

1565503

1711016

1700076

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2004, by TMT-PATHWAY, LLC, a Delaware corporation ("Grantor"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, in its capacity as agent ("Agent") for the lenders ("Lenders") party to the Financing Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of the date hereof by and among Grantor, Jackson Products, Inc., Silencio/Safety Direct, Inc., American Allsafe Company, and Flex-O-Lite, Inc. (collectively, "Borrowers"), Agent and the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), Lenders have agreed to make loans to, and assist in the establishing of Letters of Credit for the benefit of, Grantor and the other Borrowers;

WHEREAS, pursuant to the Financing 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 the Financing 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 any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark collectively, the "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)

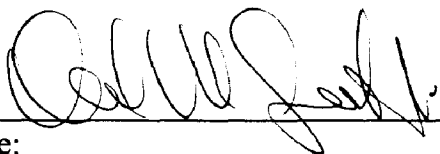
injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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 Financing 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 Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; 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.

TMT-PATHWAY, LLC,
as Grantor

By:  _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: _____
Name:
Title:

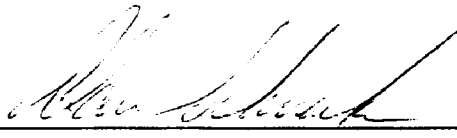
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TMT-PATHWAY, LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By:  _____
Name: Alan Schnacke
Title: Vice President

Trademark Security Agreement
009265.0100:263122

TRADEMARK
REEL: 002920 FRAME: 0721

TRADEMARK REGISTRATIONS

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
TMT-Pathway, L.L.C.	US	DURA-STRIPE System	74352358	1904836	07/11/1995
TMT-Pathway, L.L.C.	US	LEGEND-BUILD	75559284	2287920	10/19/1999
TMT-Pathway, L.L.C.	US	TMT-PATHWAY	75809643	2368870	07/18/2000
TMT-Pathway, L.L.C.	US	MORLINE	75048017	2038597	02/18/1997
TMT-Pathway, L.L.C.	CA	NORLINE	699,651	TMA404,038	06/25/1993
TMT-Pathway, L.L.C.	US	WEATHER LINE	75923502	2628832	10/01/2002
TMT-Pathway, L.L.C.	US	DURA-STRIPE	73712049	1508744	10/18/1988
TMT-Pathway, L.L.C.	US	TMT	73774176	1565503	11/14/1989
TMT-Pathway, L.L.C.	MX	DURA-LINE	134460	425,041	11/09/1992
TMT-Pathway, L.L.C.	US	NORLINE	74226448	1711016	09/01/1992
TMT-Pathway, L.L.C.	US	DURA-LINE	74201893	1700076	07/14/1992

Exhibit of Registration and Applications

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