

03-03-2004
102683041

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

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): 3.1-04
Jackson Products, Inc.
 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) 76/230164

B. Trademark Registration No.(s) 2137215

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: 40

7. Total fee (37 CFR 3.41).....\$ 1015.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-2816 (deficiency only)
OPR/ FINANCE
2004 MAR -1 AM 7:28

DO NOT USE THIS SPACE

9. Signature.
Thomas A. Kulik February 2004
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 12

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

03-03-2004 RBETACHE 00000023 76230164
40.00 DP
975.00 DP

TRADEMARK
REEL: 002920 FRAME: 0815

CONTINUATION OF ITEM 4

Applications

Registrations

76/256752	2170216
75/331,958	2180634
75/347,274	2180621
75/318,812	992383
76/307,680	1348789
76/230,163	2394300
76/230,164	2483107
76/230,155	2108453
76/236,397	855024
76/230,615	2636330
76/256,752	858564
	864229
	2717895
	2759827
	700794
	701791
	1715292
	945131
	1764228
	1772283
	1812772
	1802604
	1,810,597
	1,761,108
	1,807,267
	918,468
	1,805,937

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2004, by JACKSON PRODUCTS, INC., 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, Silencio/Safety Direct, Inc., American Allsafe Company, TMT-Pathway, LLC, 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.

JACKSON PRODUCTS, INC.,
as Grantor

By: 
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name:
Title:

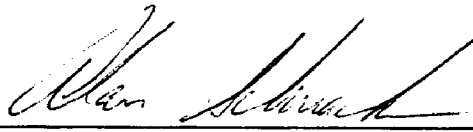
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JACKSON PRODUCTS, INC.,
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
009265.0100:262282

TRADEMARK
REEL: 002920 FRAME: 0820

Trademark Registrations

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	EQC Mentor Design		1,810,597	12/14/1993
Jackson Products, Inc.	US	Laser Optics (and Deisgn)		1,761,108	3/30/1993
Jackson Products, Inc.	US	Master EQC		1,807,267	11/30/1993
Jackson Products, Inc.	US	Morsafe (Stylized)		918,468	8/17/1971

Jackson Products, Inc.	US	Professional EQC (Stylized)		1,805,937	11/23/1993
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TRADEMARK APPLICATIONS

Owner	Country	Mark	Serial No.	Filing Date
Jackson Products, Inc.	US	JP INC & DESIGN	76/230164	03/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/256752	05/14/2001
Jackson Products, Inc.	ID	ADEN	H4Hc010113523	
Jackson Products, Inc.	MY	ADEN	93/03156	
Jackson Products, Inc.	ID	JACKSON	H4Hc010113524	
Jackson Products, Inc.	MY	JACKSON	93/03157	
Jackson Products, Inc.	MX	JACKSON	76449	
Jackson Products, Inc.	MX	JACKSON	83796	
Jackson Products, Inc.	US	JACKSON AND DESIGN (WELDER)	75/331,958	7/18/1997
Jackson Products, Inc.	US	JPI	75/347,274	8/26/1997
Jackson Products, Inc.	US	YOU ALWAYS WANT JACKSON ON THE JOB	75/318,812	7/2/1997
Jackson Products, Inc.	US	INTELLENSE	76/307,680	8/31/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/230,163	3/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/230,164	3/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/230.155	3/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/236,397	4/6/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/230,615	3/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/256,752	5/14/2001