

3/11/04

03-03-2004

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

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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): American Allsafe Company

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 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

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

A. Trademark Application No.(s) 75/395,063

B. Trademark Registration No.(s) 2177109

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: 35

7. Total fee (37 CFR 3.41): \$ 890.00

- Enclosed Authorized to be charged to deposit account

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

OPR/FINANCE MAR - 1 AM 7:29

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: 13

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

TRADEMARK REEL: 002921 FRAME: 0622

**CONTINUATION OF ITEM 4**

Applications

Registrations

784477  
1346413  
1348161  
795601  
809115  
2388506  
1456262  
1480527  
2583766  
1499297  
1500244  
361232  
1514377  
1516301  
884609  
691975  
1584478  
900219  
1704719  
1721675  
1214966  
1219827  
1749304  
1749308  
1230946  
1774139  
1786625  
1252775  
403819  
1253674  
1774129  
1,230,945  
1,230,946

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2004, by AMERICAN ALLSAFE COMPANY, 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., 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.

**AMERICAN ALLSAFE COMPANY,**  
as Grantor

By:   
Name: DAVID M. STEWART JR.  
Title: PRESIDENT & CEO

ACCEPTED AND ACKNOWLEDGED BY:

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

By: \_\_\_\_\_  
Name:  
Title:

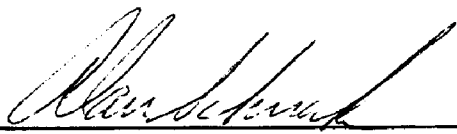
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AMERICAN ALLSAFE COMPANY,**  
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**  
009265.0100:263124

**TRADEMARK**  
**REEL: 002921 FRAME: 0627**

ACKNOWLEDGMENT OF GRANTOR

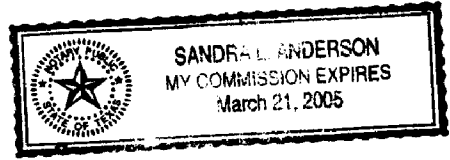
STATE OF Texas )  
COUNTY OF Dallas )

ss.

On this 10<sup>th</sup> day of February, 2004 before me personally appeared David Madritch proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **American Allsafe Company**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sandra Anderson  
Notary Public

{seal}



## TRADEMARK REGISTRATIONS

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
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 DESIGN	73623212	1500244	08/16/1988
American Allsafe Company	US	DRYBROW (Stylized)	71406322	361232	10/11/1938
American Allsafe Company	US	MISCELLANEOUS	73623208	1514377	11/29/1988



Company	Country	Trademark	Serial No.	Registration No.	Registration Date
		DESIGN			
American Allsafe Company	US	MED-K	73728616	1516301	12/13/1988
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	ADEN	72291692	884609	01/20/1970
American Allsafe Company	US	QUICK-WEDGE	72067225	691975	01/26/1960
American Allsafe Company	US	MONOGOGGLE	73815388	1584478	02/27/1990
American Allsafe Company	US	FOGGARD	72351667	900219	10/06/1970
American Allsafe Company	CA	LAMBA DESIGN	758398	TMA452,890	01/19/1996
American Allsafe Company	MX	LAMBA	112,534	441,349	09/07/1993
American Allsafe Company	CA	LAMBA	758397	TMA457814	05/24/1996
American Allsafe Company	IE	LAMBA	94/4099	164537	03/22/1996
American Allsafe Company	IE	LAMBA DESIGN	94/4100	164538	07/04/1994
American Allsafe Company	IT	LAMBA	RM91C/003 051	615315	03/02/1994
American Allsafe Company	CA	BARGARD	293851	TMA149818	03/23/1967
American Allsafe Company	DE	LAMBA	N 25035/9 Wz	2 047 653	10/21/1993
American Allsafe Company	DE	LAMBA DESIGN	N 25 036/9 Wz	2 053 900	01/11/1994
American Allsafe Company	US	INSLIDER	74209063	1704719	08/04/1992
American Allsafe Company	FR	LAMBA		92435 995	03/12/1993
American Allsafe Company	FR	LAMBA		92435 993	03/12/1993
American Allsafe Company	US	AMERICAN ALLSAFE COMPANY	74242623	1721675	10/06/1992
American Allsafe Company	US	ALLSAFE	73335108	1214966	11/02/1982
American Allsafe Company	US	LAMBA	73325157	1219827	12/14/1982
American Allsafe Company	US	AUTO VIEW	74200005	1749304	01/26/1993
American Allsafe Company	US	AUTO VIEW & Design	74201565	1749308	01/26/1993
American Allsafe Company	US	MISCELLANEOUS DESIGN	73359330	1230946	03/15/1983
American Allsafe Company	CA	ALLSAFE	258928	TMA 156332	04/11/1968
American Allsafe Company	US	INSLIDER and Design	74320244	1774139	06/01/1993
American Allsafe Company	US	AMERICAN ALLSAFE CO. & Design	74340090	1786625	08/10/1993
American Allsafe Company	US	HUNTSMAN & Design	73355285	1252775	10/04/1983
American Allsafe Company	US	MONOGOGGLE (Stylized)	71460466	403819	10/19/1943
American Allsafe Company	CA	MONOGOGGLE	500,996	TMA297532	11/30/1984
American Allsafe Company	US	HUNTSMAN	73355286	1253674	10/11/1983
American Allsafe Company	US	STORM	74313158	1774129	06/01/1993
American Allsafe Company	AU	QUICK/WEDGE		B196770	11/11/68
American Allsafe Company	GB	QUICK/WEDGE		B788840	3/24/59
American Allsafe Company	CA	QUICK/WEDGE		145056	4/29/66
American Allsafe Company	FR	QUICK/WEDGE		1480641	10/18/68
American Allsafe Company	DE	QUICK/WEDGE		832416	8/25/65
American Allsafe Company	IT	QUICK/WEDGE		205921	4/18/67

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
American Allsafe Company	JP	QUICK/WEDGE		40292/65	6/23/67
American Allsafe Company	CH	QUICK/WEDGE		213972	1/23/66
American Allsafe Company	US	KEDMAN & DESIGN		1,230,945	4/12/1982
American Allsafe Company	US	Design of Shield w/ Archer		1,230,946	4/12/1982

# TRADEMARK APPLICATIONS

Owner	Country	Mark	Serial No.	Filing Date
American Allsafe Company	US	KIDZ GOGZ	75/395,063	11/24/1997

## Exhibit of Registration and Applications

### Applications

75/395,063

### Registrations

2177109

784477

1346413

1348161

795601

809115

2388506

1456262

1480527

2583766

1499297

1500244

361232

1514377

1516301

884609

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1584478

900219

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1721675

1214966

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