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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): Silencio/Safety Direct, Inc.

- 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

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) 1845553

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: 10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

OPR/FINANCE MAR 11 AM 7:28

DO NOT USE THIS SPACE

9. Signature.

Thomas A. Kulik Name of Person Signing

Signature

February 2004 Date

03/02/2004 DBYRNE 00000045 1845553

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

01 FC:8521 02 FC:8522

40.00 OP 225.00 OP

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

TRADEMARK REEL: 002922 FRAME: 0766

CONTINUATION OF ITEM 4

Applications

Registrations

1872312

2229559

2229558

829754

509235

1161003

1,785,601

526,015

2,013,438

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2004, by SILENCIO/SAFETY DIRECT, INC., a Nevada 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., 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.

SILENCIO/SAFETY DIRECT, INC.,
as Grantor

By: 
Name: DAVID M. BICKEL
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.

SILENCIO/SAFETY DIRECT, 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
009265.0100:263126

TRADEMARK
REEL: 002922 FRAME: 0771

ACKNOWLEDGMENT OF GRANTOR

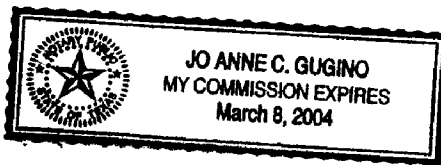
STATE OF Texas)
COUNTY OF Dallas)

ss.

On this 11th day of February, 2004 before me personally appeared David M. Gilchrist, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Silencio/Safety Direct, Inc.**, 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.

Jo Anne C. Gugno
Notary Public

{seal}



Trademark Security Agreement
009265.0100:263126

TRADEMARK
REEL: 002922 FRAME: 0772

Trademark Registrations

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
Silencio/Safety Direct, Inc.	US	CLEANPOWER	74432619	1845553	07/19/1994
Silencio/Safety Direct, Inc.	US	TEAM SILENCIO & Design	74433958	1872312	01/10/1995
Silencio/Safety Direct, Inc.	US	RIG SPORTSMAN'S PRODUCTS BY TEAM	75286689	2229559	03/02/1999
Silencio/Safety Direct, Inc.	US	RIG SPORTSMAN'S PRODUCTS BY TEAM	75286684	2229558	03/02/1999
Silencio/Safety Direct, Inc.	US	EZE-SCORER	72235024	829754	06/06/1967
Silencio/Safety Direct, Inc.	US	RIG	71521163	509235	05/03/1949
Silencio/Safety Direct, Inc.	US	RIG-RAG (Stylized)	73215491	1161003	07/14/1981
Silencio/Safety Direct, Inc.	US	Cleanpower		1,785,601	8/3/1993
Silencio/Safety Direct, Inc.	US	Rig		526,015	6/10/50
Silencio/Safety Direct, Inc.	US	Team Silencio		2,013,438	1/10/1995

Exhibit of Registration and Applications

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