

3/8/04

03-10-2004

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 Commission

102689052

ached 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 Master Release of Lien

Execution Date: February 10, 2004

2. Name and address of receiving party(ies)

Name: Fleet National Bank, f/k/a BankBoston, NA, as agent

Internal

Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Bank

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: Peggy Peckham

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

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)

DO NOT USE THIS SPACE

9. Signature.

Thomas A. Kulik Name of Person Signing

Signature

March 2, 2004 Date

Total number of pages including cover sheet, attachments, and document: 11

03/09/2004 6TON11 00000075 1845553

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

01 FC:8521 40.00 OP 02 FC:8522 225.00 OP

TRADEMARK REEL: 002923 FRAME: 0789

**CONTINUATION OF ITEM 4**

Applications

Registrations

1872312

2229559

2229558

829754

509235

1161003

1,785,601

526,015

2,013,438

**MASTER RELEASE OF LIEN IN FAVOR OF SILENCIO/SAFETY DIRECT,  
INC. PURSUANT TO REVOLVING CREDIT AND ACQUISITION LOAN  
AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the full, final and complete satisfaction of all obligations of **SILENCIO/SAFETY DIRECT, INC.**, a Nevada corporation ("Silencio"), pursuant to, arising out of or in connection with that certain Revolving Credit and Acquisition Loan Agreement, made as of April 22, 1998, by and among Jackson Products, Inc., a Delaware corporation ("JPI"), BankBoston, N.A. and the other lending institutions listed on Schedule 1 thereto, BankBoston, N.A. as agent for itself and such other lending institutions and Mercantile Bank National Association as co-agent, as such agreement has been amended eleven times, including as most recently amended by that certain Amendment Agreement No. 11 thereto dated as of December 23, 2003, by and among: (a) JPI (the "Borrower"), (b) the Domestic Subsidiaries (as defined in the Revolving Credit Agreement, as hereinafter defined), (c) Fleet National Bank (f/k/a BankBoston, N.A.) and the other lending institutions listed on Schedule 1 to the Revolving Credit Agreement as hereinafter defined (collectively, the "Banks", the meaning of which term shall include, as appropriate for the intent hereof, the lending institutions from time to time party to the Revolving Credit Agreement, as hereinafter defined) (d) Fleet National Bank (f/k/a BankBoston, N.A.) as agent (the "Agent") for itself and the other Banks, and (e) U.S. Bank National Association (f/k/a Firststar Bank N.A. f/k/a Mercantile Bank Association), as co-agent (the "Co-Agent"), (such agreement, as amended, is referred to herein as the "Revolving Credit Agreement"), and all security agreements, guaranties and other agreements entered into by Silencio pursuant thereto or in connection therewith, in all cases as amended, including without limitation (i) that certain Security Agreement, dated as of April 22, 1998, entered into by Flex-O-Lite, Inc., a Delaware corporation ("Flex"), OSD Envizion, Inc., a Delaware corporation ("OSD"), Crystaloid Technologies, Inc., a Delaware corporation ("Crystaloid"), Jackson Acquisition, Inc. a Delaware Corporation ("JAI"), American Allsafe Company, then a Texas Corporation and now a Delaware corporation ("Allsafe") and Silencio (together with Flex, OSD, Crystaloid, JAI, and Allsafe, the "Subsidiaries"), and BankBoston, N.A., at that time the Agent, as agent for itself and the Banks (together with any amendments thereto, the "Security Agreement"), (ii) that certain Patent Assignment, entered into and made currently with such Security Agreement, by the Subsidiaries for the benefit of the Agent and the Banks (together with any amendments thereto, the "Patent Assignment"), (iii) that certain Trademark Assignment, entered into and made currently with such Security Agreement, by Borrower for the benefit of the Agent and the Banks (together with any amendments thereto, the "Trademark Assignment") and (iv) all other security agreements, guaranties and other agreements entered into from time to time by Silencio pursuant to or in connection with the Revolving Credit Agreement, (the agreements referred to in the foregoing items (i)-(iv) being, collectively, the "Revolving Credit Documents"), the Agent, on behalf of itself, the Co-Agent and the Banks and all

other parties thereto, and all of their respective predecessors in interest, hereby, for and in favor of Silencio, fully releases, relinquishes, re-assigns, re-conveys and discharges any and all of its rights, title, interests, liens and security interests that were granted or created with respect to all collateral referred to in the Revolving Credit Agreement or described in the Revolving Credit Documents, including without limitation all of its rights, title, interests, liens and security interests in the collateral described on the schedule attached hereto (whether pursuant to the Revolving Credit Agreement, the Revolving Credit Documents or any other agreement or document) as well as with respect to the following:


All personal and fixture property of every kind and nature including without limitation all furniture, fixtures, all equipment and accessions, raw materials, inventory and all other capital assets, other goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, documents, instruments, securities and other investment property (as such term is defined in the Uniform Commercial Code), deposit accounts, rights to proceeds of letters of credit and all general intangibles including, without limitation, all tax refund claims, license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Silencio possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or to possess, use or have authority to possess or use property (whether tangible or intangible) of Silencio, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

The Agent, on behalf of itself, the Co-Agent and the Banks, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be requested in order to more fully and effectively carry out the purposes of this Master Release of Lien.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, Fleet National Bank (f/k/a BankBoston, N.A.) has caused this Master Release of Lien to be duly executed by its duly authorized representative as of the 10th day of February, 2004.

FLEET NATIONAL BANK (f/k/a  
BankBoston, N.A.) as Agent

By:   
Name: Peggy Peckham  
Title: Senior Workout Officer

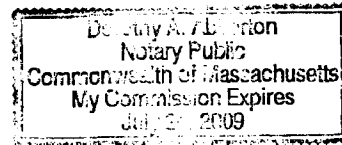
SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal of office on this 10<sup>th</sup> day of February, 2004.

Jerrothy A. Abberton  
Notary Public in and for  
the Commonwealth of Massachusetts

(SEAL)

My Commission Expires: 7.24.09

AFFIDAVIT  
COMMONWEALTH OF MASSACHUSETTS §  
COUNTY OF SUFFOLK §



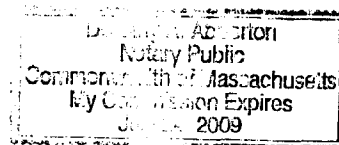
BEFORE ME, the undersigned Notary Public, on this day personally came and appeared Peggy Peckham, a Senior Workout Officer of Fleet National Bank, a national banking association, which person known to me to be the individual whose name is subscribed in the foregoing MASTER RELEASE OF LIEN, and being duly sworn, did state and acknowledge on her oath that she is authorized to execute and deliver the foregoing as a binding act and deed of the aforementioned banking association for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10<sup>th</sup> day of February, 2004.

Jerrothy A. Abberton  
Notary Public in and for  
the Commonwealth of Massachusetts

(SEAL)

My Commission Expires: 7.24.09



## 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	1/1/0/1995

# PATENT REGISTRATIONS

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Serial No.</b>	<b>Issue Date</b>
Silencio-Safety Direct	US	Surface Temperature Measuring Device with Reversible Thermochromic Film	4,445,787		5/1/1984



# PATENT APPLICATION

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Date Filed</b>
Silencio-Safety Direct	US	Earmuff having anatomically fitting cups	60/445,744	2/7/2003

**Exhibit of Registrations and Applications**

Applications

Registrations

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1872312

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