

03-10-2004



To the Honorable Commissione.

102689931

ached original documents or copy thereof.

1. Name of conveying party(ies): 3-8-04  
Flex-O-Lite, 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: JPCA, INC.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 600 Travis, Ste. 6110  
City: Houston State: TX Zip: 77002

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 Master Release of Lien

Execution Date: February 11, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 766281  
\_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: George Kelly  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: 600 Travis, Ste. 6110  
\_\_\_\_\_

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: ..... **16**

7. Total fee (37 CFR 3.41).....\$ 415.00

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**

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

OPR/FINANCE  
MAR-8 AM 7:43

40.00 OP  
375.00 OP

03/09/2004 MBETRAHE 00000067 766281

01 EP-8521  
81 40-8122

**CONTINUATION OF ITEM 4**

Applications

Registrations

1328183

1008776

2417722

2463617

2468585

2469333

857709

2637256

2746880

905957

905959

1646696

1,611,284

708,308

1,624,837

**MASTER RELEASE OF LIEN IN FAVOR OF FLEX-O-LITE, INC.**  
**PURSUANT TO UNIT PURCHASE AGREEMENT**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the full, final and complete satisfaction of all obligations of **FLEX-O-LITE, INC.**, a Delaware corporation ("Flex"), under that certain Unit Purchase Agreement dated April 10, 2002, among Jackson Products, Inc., a Delaware corporation ("JPI"), each "Guarantor" named therein, each "Purchaser" named therein and **JPCA, INC.**, a Delaware corporation, as collateral agent (the "Collateral Agent"), (such agreement is referred to herein as the "Unit Purchase Agreement"), and all security agreements entered into pursuant thereto, including without limitation (i) that certain Security Agreement, dated as of April 10, 2002, entered into by American Allsafe Company, a Delaware corporation ("Allsafe"), Crystaloid Technologies, Inc., a Delaware corporation ("Crystaloid"), Flex, Silencio/Safety Direct, Inc., a Nevada corporation ("Silencio"), TMT-Pathway, L.L.C., a Delaware limited liability company ("TMT", and together with Allsafe, Crystaloid, Flex and Silencio, the "Subsidiaries"), in favor of the Collateral Agent and for the benefit of the purchasers who are parties to the Unit Purchase Agreement (the "Purchasers"), (ii) that certain Patent Assignment, entered into and made concurrently with such Security Agreement, by the Subsidiaries in favor of the Collateral Agent and for the benefit of the Purchasers (the "Patent Assignment"), (iii) that certain Trademark Assignment, entered into and made concurrently with such Security Agreement, by the Subsidiaries in favor of the Collateral Agent and for the benefit of the Purchasers (the "Trademark Assignment") and (iv) all other security agreements entered into by Flex pursuant to or in connection with the Unit Purchase Agreement, (the agreements referred to in the foregoing items (i)-(iv) being, collectively, the "Security Agreements"), the Collateral Agent, on behalf of itself and the Purchasers, hereby, for and in favor of Flex, 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 Unit Purchase Agreement or described in the Security Agreements, including without limitation all of its rights, title, liens and security interests in the collateral described on Exhibit A attached hereto (whether pursuant to the Unit Purchase Agreement, the Security Agreements 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 Flex possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Flex, 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 Collateral Agent, on behalf of itself and the Purchasers, agrees to execute, acknowledge and deliver, at the sole cost and expense of Flex, all such further instruments and to take, at the sole cost and expense of Flex, all such further actions as may be reasonably requested by Flex 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, JPCA, INC. has caused this Master Release of Lien to be duly executed by its duly authorized representative as of the 11<sup>th</sup> day of February, 2004.

JPCA, INC.

By: G. B. Kelly  
Name: George B. Kelly  
Title: President

SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal of office on this 11<sup>th</sup> day of February, 2004.



Kathie Y. Saucier  
Notary Public in and for  
the State of TEXAS

(SEAL)

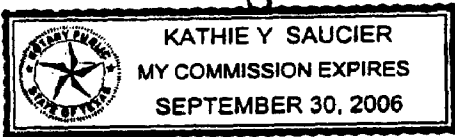
My Commission Expires: 9/30/06

AFFIDAVIT

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared GEORGE B. KELLY, the PRESIDENT of JPCA, Inc., 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 his or her oath that he or she is authorized to execute and deliver the foregoing as a binding act and deed of the aforementioned company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11<sup>th</sup> day of February, 2004.



Kathie Y. Saucier  
Notary Public in and for  
the State of Texas

(SEAL)

My Commission Expires: 9/30/06

## TRADEMARK REGISTRATIONS

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
Flex-O-Lite, Inc.	US	PARALTA	72168107	766281	03/10/1964
Flex-O-Lite, Inc.	US	ARO-LITE	73472342	1328183	04/02/1985
Flex-O-Lite, Inc.	US	NIGHTFLASHER	73007903	1008776	04/15/1975
Flex-O-Lite, Inc.	EM	FLEX-O-LINE	253815	253815	04/15/?
Flex-O-Lite, Inc.	EM	FLEX-O-LITE	253 781	253 781	04/15/?
Flex-O-Lite, Inc.	EM	BLAST-O-LITE	256842	256842	04/15/?
Flex-O-Lite, Inc.	US	BRITE-BLEND	75923523	2417722	01/02/2001
Flex-O-Lite, Inc.	US	AQUA-BRITE	75923509	2463617	06/26/2001
Flex-O-Lite, Inc.	US	EPOXY-BRITE	75923507	2468585	07/10/2001
Flex-O-Lite, Inc.	US	THERMO-BRITE	75923508	2469333	07/17/2001
Flex-O-Lite, Inc.	US	BLAST-O-LITE	72274061	857709	10/01/1968
Flex-O-Lite, Inc.	US	PATHLITE & Design	76315344	2637256	10/15/2002
Flex-O-Lite, Inc.	US	SERVICES AND MATERIALS	76454380	2746880	08/05/2003
Flex-O-Lite, Inc.	US	FLEX-O-LINE	72311863	905957	01/12/1971
Flex-O-Lite, Inc.	US	FLEX-O-LITE	72315549	905959	01/12/1971
Flex-O-Lite, Inc.	US	SUNDOWNER	74062325	1646696	06/04/1991
Flex-O-Lite, Inc.	GB	BLAST-O-LITE		908,830	05/01/?
Flex-O-Lite, Inc.	GB	FLEX-O-LITE		908,829	05/01/?
Flex-O-Lite, Inc.	CA	BLAST-O-LITE	318642	TMA 165973	10/31/1969
Flex-O-Lite, Inc.	CA	FLEX-O-LINE	320520	TMA 169017	05/08/1970
Flex-O-Lite, Inc.	US	831		1,611,284	8/28/1990
Flex-O-Lite, Inc.	US	FLEX-O-LITE AND DESIGN		708,308	1/12/1971
Flex-O-Lite, Inc.	US	REMOVABLE WORKZONE		1,624,837	11/27/1990

## PATENT REGISTRATIONS

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Serial No.</b>	<b>Issue Date</b>
Flex-O-Lite	US	Yieldable sign stand	4,951,407	07/117,032	08/28/1990
Flex-O-Lite	US	Plastic barricade	4,859,983	07/208,865	08/22/1989
Flex-O-Lite	US	Traffic channelizer base	5,630,675	08/531,101	05/20/1997
Flex-O-Lite	US	Reflective marking tape with mesh layer	5,679,437	08/509,658	10/21/1997
Flex-O-Lite	US	Solar powered barricade light	D341,100	07/934,341	11/09/1993
Flex-O-Lite	US	Combination cooler, stool and table	D305,850	07/036,694	02/06/1990
Flex-O-Lite	US	Solar powered barricade light	D341,099	07/934,152	11/09/1993
Flex-O-Lite	US	Channelizer drum and handle therefor	D481,965	29/174,609	11/11/2003



# PATENT APPLICATIONS

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Date Filed</b>
Flex-O-Lite	US	Traffic barricade	29/174,286	1/14/2003

**Exhibit of Registration and Applications**

Applications

Registrations

766281  
1328183  
1008776  
2417722  
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2468585  
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857709  
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