

03-10-2004



102689930

To the Honorable Commissioner of

ad original documents or copy thereof.

1. Name of conveying party(ies): 3-8-04
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: JPCA, INC.
Internal 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) 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: George Kelly
Internal Address: _____

Street Address: 600 Travis, Ste. 6110

City: Houston State: TX Zip: 77002

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
201 MAR -8 AM 7:43

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: **14**

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

03/09/2004 MGETACHE 00000068 76230164

01 FC:8521 40.00 OP
02 FC:8522 975.00 OP

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

MASTER RELEASE OF LIEN IN FAVOR OF JACKSON PRODUCTS, 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 **JACKSON PRODUCTS, INC.**, a Delaware corporation ("JPI"), under that certain Unit Purchase Agreement dated April 10, 2002, among 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 JPI 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 Collateral Assignment and Security Agreement, dated as of April 10, 2002, entered into by JPI in favor of the Collateral Agent and for the benefit of the Purchasers (the "Patent Security Agreement"), (iii) that certain Trademark Collateral Assignment and Pledge Agreement, dated as of April 10, 2002, entered into by JPI in favor of the Collateral Agent and for the benefit of the Purchasers (the "Trademark Pledge Agreement") and (iv) all other security agreements entered into by JPI 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 JPI, 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, the "Patent Collateral" (as defined in the Patent Security Agreement), trademarks, trademark applications, trade names, the "Pledged Trademarks" (as defined in the Trademark Pledge Agreement), 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 JPI 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 JPI, 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 JPI, all such further instruments and to take, at the sole cost and expense of JPI, all such further actions as may be reasonably requested by JPI 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 11th 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 11th day of February, 2004.



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

(SEAL)

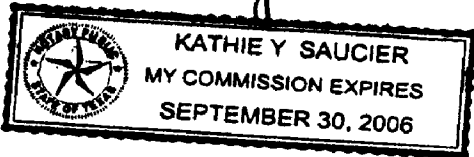
My Commission Expires: 9/30/04

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 11th 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
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	INTELLISENSE	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

PATENT REGISTRATIONS

Company	Country	Title	Patent No.	Serial No.	Issue Date
Jackson Products	US	Detector system for detecting the occurrence of welding	5,248,880	07/814,372	09/28/1993
Jackson Products	AU	Two-piece ornamental welding helmet	3125/1999	142907	02/09/2001
Jackson Products	BX	Two-piece ornamental welding helmet	76229	V172333	09/28/1999
Jackson Products	CA	Two-piece ornamental welding helmet	1999-2469	89795	06/30/2000
Jackson Products	CH	Two-piece ornamental welding helmet	126440	126440	11/08/1999
Jackson Products	DE	Two-piece ornamental welding helmet	277.5	49909277.5	10/26/1999
Jackson Products	ES	Two-piece ornamental welding helmet	146577	146577	09/11/2000
Jackson Products	FR	Two-piece ornamental welding helmet	99 6157	566 656	01/17/2000
Jackson Products	GB	Two-piece ornamental welding helmet	2,087,277	2,087,277	04/10/1999
Jackson Products	IT	Two-piece ornamental welding helmet	1	79942	12/10/2002
Jackson Products	SE	Two-piece ornamental welding helmet	99-1835	66609	03/07/2001
Jackson Products	US	Two-piece welding helmet	29/103,213	D431,328	09/26/2000
Jackson Products	JP	Eye protection device for welding helmets	4-505867	3143124	12/22/2000
Jackson Products	KR	Eye protection device for welding helmets	702479/92	254713	02/07/2000
Jackson Products	US	Eye protection device for welding helmets	5,208,688	07/653,661	05/04/1993
Jackson Products	KR	Speed shuttering with consistent performance	702974/92	213581	05/14/1999
Jackson Products	US	Detector feedback	5,252,817	07/674,850	10/12/1993
Jackson Products	US	Speed shuttering with consistent performance	5,751,258	08/707,269	05/12/1998
Jackson Products	US	Welding helmet with removable electronic quick change	5,533,206	08/518,144	07/09/1996

		cartridge			
Jackson Products	US	High speed, low power driving circuit for liquid crystal shutter	5,347,383	00/943,994	09/13/1994
Jackson Products	US	Welding Helmet	D310,432	07/169,752	09/04/1990
Jackson Products	US	Traffic Stripe composition	6,107,367	09/334,378	08/22/2000
Jackson Products	US	Mirror and indium tin oxide layer	5,519,522	08/105,734	05/21/1996
Jackson Products	US	Switching mechanism	5,377,032	08/013,966	12/27/1994
Jackson Products	US	Liquid crystal lens assembly for eye protection	5,074,647	07/447,297	12/24/1991
Jackson Products	US	Welding lens assembly	D349,588	29/000,226	08/09/1994
Jackson Products	US	Welding lens assembly	D353,692	29/008,943	12/20/1994
Jackson Products	US	Incident light	5,515,186	08/089,265	05/07/1996
Jackson Products	US	Method	5,959,705	08/623,972	09/28/1999
Jackson Products	US	Welding helmet with conical pivoting mechanism for head gear strap	6,260,197	09/288,875	07/17/2001
Jackson Products	US	Shade control	6,070,264	09/289,257	06/06/2000
Jackson Products	US	Welding lens with integrated display and method	6,067,129	08/616,264	05/23/2000

PATENT APPLICATIONS

Company	Country	Title	Application No.	Date Filed
Jackson Products	EP	Reduced sensitivity to low intensity light and sharp phototransistor	01121569.6	9/10/2001
Jackson Products	US	Welding Helmet with Removable Face Mask (Prism)	09/596,158	6/16/2000
Jackson Products	US	Reduced sensitivity to low intensity light and sharp phototransistor	09/659,100	9/11/2000
Jackson Products	US	Eye-protection device having dual high voltage switching	10/139,837	5/3/2002
Jackson Products	US	Microprocessor based automatically dimmable eye protection device	10/140,049	5/3/2002
Jackson Products	US	Eye-protection device having dual high voltage switching	60/494,280	8/11/2003
Jackson Products	US	Eye-protection device having dual high voltage switching	60/288,760	5/3/2002
Jackson Products	US	Microprocessor based automatically dimmable eye protection device	60/288,759	5/3/2002
Jackson Products	US	Low cost hearing protection device	60/353,760	2/3/2002

Exhibit of Registration and Applications

Applications

Registrations

76/230164	2137215
76/256752	2170216
75/331,958	2180634
75/347,274	2180621
75/318,812	992383
76/307,680	1348789
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