

3/8/04

03-10-2004

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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



102688682

To the Honorable Commissioner of

original documents or copy thereof.

1. Name of conveying party(ies):
American Allsafe Company

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Master Release of Lien
- Merger
- Change of Name

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
(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: Peggy Peckham

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

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)

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

03/09/2004 6TON11 00000079 75395063

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 DP
02 FC:8522 850.00 DP

TRADEMARK
REEL: 002924 FRAME: 0933

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

**MASTER RELEASE OF LIEN IN FAVOR OF AMERICAN ALLSAFE
COMPANY 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 **AMERICAN ALLSAFE COMPANY, INC.**, a Delaware corporation ("Allsafe"), pursuant to, arising out of or in connection with that certain Revolving Credit and Acquisition Loan Agreement, originally 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 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"), Allsafe, then a Texas Corporation and now a Delaware corporation, Silencio/Safety Direct, Inc., a Nevada corporation ("Silencio", and together with Flex, OSD, Crystaloid, JAI, and Allsafe, the "Subsidiaries"), and BankBoson, 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 the Subsidiaries 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 Allsafe 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 of their respective predecessors in interest, hereby, for and in favor of Allsafe, 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 Allsafe 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 Allsafe, 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 Peokham
Title: Senior Workout Officer

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

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
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

PATENT REGISTRATIONS

Company	Country	Title	Patent No.	Serial No.	Issue Date
American Allsafe Co.	US	Communication apparatus	4,772,869	07/147,023	09/20/1988
American Allsafe Co.	AU	Floor sign	3733/1997	133915	05/29/1998
American Allsafe Co.	CA	Floor sign	1997-2896	83761	05/01/1998
American Allsafe Co.	DE	Floor sign	M9710640.2	2	11/12/1997
American Allsafe Co.	ES	Floor sign	141402	141,402	06/23/1998
American Allsafe Co.	FR	Floor sign	976458	976458	11/05/1997
American Allsafe Co.	GB	Floor sign	2,070,485	2,070,485	03/16/1998
American Allsafe Co.	HK	Floor sign	9710458	9710458.8	01/27/1998
American Allsafe Co.	IE	Floor sign	D431/97	D11929	02/13/1998
American Allsafe Co.	US	Floor sign	D395,334	29/070,636	06/16/1998
American Allsafe Co.	US	Floor sign	6,131,320	08/949,914	10/17/2000
American Allsafe Co.	US	One-piece adjustable headgear support	6,341,382	09/707,057	01/29/2002
American Allsafe Co.	US	Safety goggles having foamed-in-place face gasket	5,771,499	08/648,498	06/30/1998
American Allsafe Co.	AU	Safety spectacles	1077/1998	136250	01/19/1999
American Allsafe Co.	CA	Safety spectacles	1998-0946	86792	05/28/1999
American Allsafe Co.	MX	Safety spectacles	98 339	11132	02/04/2000
American Allsafe Co.	US	Safety spectacles	D401,608	29/078,248	11/24/1998
American Allsafe Co.	US	Safety goggles lens retention	5,216,759	07/867,752	06/08/1993
American Allsafe Co.	US	Safety goggles	D347,233	07/878,874	05/24/1994
American Allsafe Co.	US	Method for retaining goggles on helmet	4,796,308	07/150,733	01/10/1989
American Allsafe Co.	US	Fire-Pin Shield	5,010,675		4/30/1991
American Allsafe Co.	US	Gun Cleaning Rod with Swivel Handle	5,075,998		12/31/ 1991

PATENT APPLICATION

Company	Country	Title	Application No.	Date Filed
American Allsafe Co.	CA	Floor sign	2,220,835	11/12/1997
American Allsafe Co.	US	Ventilated safety goggles	10/328,303	12/20/2002
American Allsafe Co.	US	Portable barricade system	10/256,565	9/26/2002

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

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1721675

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