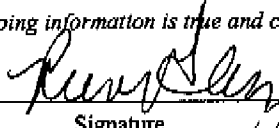


Form FTU-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): American Allsafe Company, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Regiment Capital III, L.P. Internal Address: 222 Berkeley Street, 12th Floor Street Address: City: Boston State: MA Zip: 02116 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership - Delaware <input type="checkbox"/> Corporation <input type="checkbox"/> Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other ~ Execution Date: August 27, 2004; effective date February 11, 2004			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached schedule Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		B. Trademark Registration No.(s) See attached schedule	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Reine H. Glanz, Esq. Internal Address: Schulte Roth & Zabel LLP _____ Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022		6. Total number of applications and registrations involved: 24 7. Total fee (37 CFR 3.41)..... \$ 615.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 500675 - Schulte Roth & Zabel LLP (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Reine H. Glanz, Esq. Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> September 15, 2004 Date </div> </div> <div style="text-align: right; margin-top: 5px;"> <input type="checkbox"/> Total number of pages including cover sheet, attachments, and document: 7 </div>			

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

TRADEMARK SCHEDULE

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
American Allsafe Company	US	DRYBROW (Stylized)	71406322	361232	10/11/1938
American Allsafe Company	US	MISCELLANEOUS DESIGN	73623208	1514377	11/29/1988
American Allsafe Company	US	MED-K	73728616	1516301	12/13/1988
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	US	INSLIDER	74209063	1704719	08/04/1992
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	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	US	HUNTSMAN	73355286	1253674	10/11/1983
American Allsafe Company	US	STORM	74313158	1774129	06/01/1993
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
American Allsafe Company	US	AMERICAN ALLSAFE		446069	11/8/93; renewal sent 7/1/03

TRADEMARK APPLICATIONS

Owner	Country	Mark	Application No.	Filing Date
American Allsafe Company	US	KIDZ GOGZ	75/395,063	11/24/1997

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, American Allsafe Company, a Delaware Corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of February 11, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Regiment Capital III, L.P., as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 27, 2004.

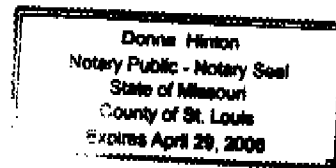
AMERICAN ALLSAFE CO.

By: 
Name: MICHAEL A. PRUSS
Title: VP and CFO

STATE OF Missouri
COUNTY OF St. Louis ss.:

On this 31 day of August, 2004, before me personally came Michael Pinn, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VP + CFO of American Allstate Company, a Delaware corporation and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Donna Hinton



SCHEDULE 1A TO ASSIGNMENT FOR SECURITYTRADEMARKS

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
American Allsafe Company	US	DRYBROW (Stylized)	71406322	361232	10/11/1938
American Allsafe Company	US	MISCELLANEOUS DESIGN	73623208	1514377	11/29/1988
American Allsafe Company	US	MED-K	73728616	1516301	12/13/1988
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

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
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		730037	4/18/67
American Allsafe Company	JP	QUICK/WEDGE		40292/65	6/23/67
American Allsafe Company	CH	QUICK/WEDGE		338822	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
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