

10-06-2004



Form TTO-1594

(Rev. 10/02)

OMB No. 0851-007 (exp. 8/30/2005)

22604

102781367

U.S. DEPARTMENT OF COMMERCE

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

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: February 11, 2004

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address: Corporate Trust Dept.

Street Address: 60 Livingston Avenue

City: St. Paul State: MN Zip: 55107-2292

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____

Other National Banking Association

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) 75/395063

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: Janis Nici

Internal Address: Milbank, Tweed, Hadley

& McCloy LLP

Street Address: One Chase Manhattan Plaza

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 3.41) \$890

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-3250

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Janis Nici

Name of Person Signing

[Signature]
Signature

2-26/04

Date

19

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

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

03/02/2004 ECOMPER 0000072 133230 75395063

01 FC:0521 40.00 BA
02 FC:0522 850.00 BA

NY2:4580763

Trademark Registrations

784477	1704719
1346413	1721675
1348161	1214966
795601	1219827
809115	1749304
2388506	1749308
1456262	1230946
1480527	1774139
2583766	1786625
1499297	1252775
1500244	403819
361232	1253674
1514377	1774129
1516301	1230945
1914541	1230946
884609	
691975	
1584478	
900219	

**JACKSON PRODUCTS, INC.
REVISED TRADEMARK APPLICATIONS INFORMATION**

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

JACKSON PRODUCTS, INC.
REVISED TRADEMARK REGISTRATION INFORMATION

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

SCHEDULE

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
Jackson Products, Inc.	US	Morsafe (Stylized)		918,468	8/17/1971
Jackson Products, Inc.	US	Professional EQC (Stylized)		1.805.937	11/23/1993

**SILENCIO/SAFETY DIRECT, INC.
REVISED TRADEMARK REGISTRATION INFORMATION**

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	1/10/1995

**AMERICAN ALLSAFE COMPANY
REVISED TRADEMARK APPLICATIONS INFORMATION**

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

**AMERICAN ALLSAFE COMPANY
REVISED TRADEMARK REGISTRATION INFORMATION**

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

SCHEDULE 1

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
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	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

SCHEDULE 1

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
American Allsafe Company	IT	QUICK/WEDGE		205921	4/18/67
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

**TMT-PATHWAY, L.L.C.
REVISED TRADEMARK REGISTRATION INFORMATION**

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
TMT-Pathway, L.L.C.	US	DURA-STRIPE System	74352358	1904836	07/11/1995
TMT-Pathway, L.L.C.	US	LEGEND-BUILD	75559284	2287920	10/19/1999
TMT-Pathway, L.L.C.	US	TMT-PATHWAY	75809643	2368870	07/18/2000
TMT-Pathway, L.L.C.	US	MORLINE	75048017	2038597	02/18/1997
TMT-Pathway, L.L.C.	CA	NORLINE	699,651	TMA404,038	06/25/1993
TMT-Pathway, L.L.C.	US	WEATHER LINE	75923502	2628832	10/01/2002
TMT-Pathway, L.L.C.	US	DURA-STRIPE	73712049	1508744	10/18/1988
TMT-Pathway, L.L.C.	US	TMT	73774176	1565503	11/14/1989
TMT-Pathway, L.L.C.	MX	DURA-LINE	134460	425,041	11/09/1992
TMT-Pathway, L.L.C.	US	NORLINE	74226448	1711016	09/01/1992
TMT-Pathway, L.L.C.	US	DURA-LINE	74201893	1700076	07/14/1992

FLEX-O-LITE, INC.
REVISED TRADEMARK REGISTRATION INFORMATION

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2004, by and among Jackson Products, Inc., a Delaware corporation (together with its successors and permitted assigns, the "Parent"), Silencio/Safety Direct, Inc., a Nevada corporation (together with its successors and permitted assigns, "Silencio"), American Allsafe Company, a Delaware corporation (together with its successors and permitted assigns, "Allsafe"), TMT-Pathway, L.L.C., a Delaware limited liability company (together with its successors and permitted assigns, "TMT"), and Flex-O-Lite, Inc., a Delaware corporation (together with its successors and permitted assigns, "Flex" and, together with the Parent, Silencio, Allsafe and TMT, and together with their respective successors and assigns, including, without limitation, a receiver, trustee or debtor-in-possession on behalf of such person or on behalf of such successor or assign, the "Grantors"), in favor of U.S. Bank National Association, as collateral agent (in such capacity, together with any successor in such capacity, the "Term C Agent"), for the Holders of the Notes issued pursuant to the Note Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, on January 12, 2004, the Issuers filed a petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Missouri, and the Issuers have retained possession of their assets and are authorized under the Bankruptcy Code to continue the operation of their businesses as debtors-in-possession;

WHEREAS, in connection with the Plan of Reorganization, the Issuers have requested the Purchasers to extend post-petition credit to the Issuers pursuant to that certain Note Purchase Agreement dated as of the date hereof, by and among Grantors and Purchasers (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement") and Purchasers have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Note Purchase Agreement, Grantors are required to execute and deliver to Term C Agent, for the benefit of the Holders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor, as collateral security for the full, prompt and complete payment and performance

Trademark Security Agreement

LA1:#6274011

when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Term C Agent, on behalf of the Holders and grants to Term C Agent, on behalf of the Holders, a lien on and security interest in all of its title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

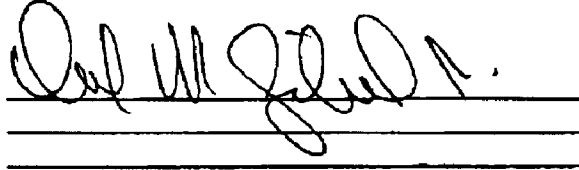
3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Term C Agent, on behalf of the Holders pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Term C Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All rights and remedies provided for herein to the Term C Agent and all obligations of Grantors hereunder are subject to the applicable terms and provisions of the Intercreditor Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Jackson Products, Inc., a Delaware corporation,
Silencio/Safety Direct, Inc., a Nevada corporation,
American Allsafe Company, a Delaware corporation,
TMT-Pathway, L.L.C., a Delaware limited liability
company, Flex-O-Lite, Inc. a Delaware corporation,
as Grantors

By: _____
Name: _____
Title: _____



ACCEPTED AND ACKNOWLEDGED BY:

U.S. Bank National Association,
as Term C Agent

By: _____
Name: _____
Title: _____

Trademark Security Agreement

LA1 #6274011

ACKNOWLEDGMENT OF GRANTORS

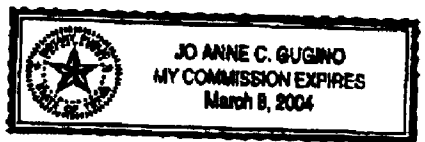
STATE OF TEXAS)
)
COUNTY OF DALLAS)

ss.

On February 11, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared David M. Coikhris, Jr., proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity on behalf of Jackson Products, Inc., a Delaware corporation, Silencio/Safety Direct, Inc., a Nevada corporation, American Allsafe Company, a Delaware corporation, TMT-Pathway, L.L.C., a Delaware limited liability company, and Flex-O-Lite, Inc., a Delaware corporation, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Jo Anne C. Gugin
Notary Public

{seal}



Trademark Security Agreement

LAT: #6274011

