

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                   | Formerly | Execution Date | Entity Type           |
|------------------------|----------|----------------|-----------------------|
| Jackson Products, Inc. |          | 08/27/2004     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                   |                                |
|-------------------|--------------------------------|
| Name:             | U.S. Bank National Association |
| Street Address:   | 60 Livingston Avenue           |
| Internal Address: | Corporate Trust Department     |
| City:             | St. Paul                       |
| State/Country:    | MINNESOTA                      |
| Postal Code:      | 55107-2292                     |
| Entity Type:      | National Banking Association:  |

**PROPERTY NUMBERS Total: 24**

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| Registration Number: | 905894  | 600 PLUS                   |
| Registration Number: | 896861  | AS                         |
| Registration Number: | 1688815 | AS                         |
| Registration Number: | 980013  | CAPMOUNT                   |
| Registration Number: | 888883  | DOUBLE-LOK                 |
| Registration Number: | 1719934 | ENVIZION                   |
| Registration Number: | 867718  | FEATHERLIGHT               |
| Registration Number: | 360484  | J JACKSON QUALITY PRODUCTS |
| Registration Number: | 1004667 | JACKSON                    |
| Registration Number: | 1193097 | JACKSON                    |
| Registration Number: | 1192691 | JACKSON                    |
| Registration Number: | 714439  | LIFE GUARD                 |
| Registration Number: | 1171076 | LITE-LINE                  |
| Registration Number: | 923775  | MUSKETEER                  |

**CH \$615.00 905894**

|                      |          |                          |
|----------------------|----------|--------------------------|
| Registration Number: | 901804   | REZ-HARD                 |
| Registration Number: | 857607   | SAFE RAY                 |
| Registration Number: | 901803   | TEMP-HARD                |
| Registration Number: | 1047179  | TRIPODIC                 |
| Registration Number: | 883327   | TRIPODIC LENS PROTECTION |
| Serial Number:       | 74115331 | AS                       |
| Serial Number:       | 75672744 | HYBRID                   |
| Serial Number:       | 74370725 | JOURNEYMAN EQC           |
| Serial Number:       | 74062217 | SIGNAL                   |
| Serial Number:       | 73742835 | SIGNALITER               |

**CORRESPONDENCE DATA**

Fax Number: (212)822-5423  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-530-5423  
Email: jnici@milbank.com  
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP  
Address Line 1: One Chase Manhattan Plaza  
Address Line 2: Rm. 4680  
Address Line 4: New York, NEW YORK 10005-1413

|                         |             |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 37716-00000 |
|-------------------------|-------------|

|                    |            |
|--------------------|------------|
| NAME OF SUBMITTER: | Janis Nici |
|--------------------|------------|

**Total Attachments: 12**  
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## **FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2004 (this "First Amendment"), 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).

### **WITNESSETH:**

WHEREAS, the Grantors and Term C Agent are parties to that certain Trademark Security Agreement dated as of February 11, 2004 (the "Trademark Security Agreement"), pursuant to which Grantors granted to Term C Agent, on behalf of the Holders, a lien on and security interest in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Grantors, the Holders and the Term C Agent are parties to a Note Purchase agreement dated as of February 11, 2004 (as amended by the First Amendment to Note Purchase Agreement, Waiver and Consent dated as of July 30, 2004 and as further amended from time to time, the "Note Purchase Agreement");

WHEREAS, concurrently herewith Grantors, Jackson Safety, LLC, the Holders and the Term C Agent are entering into a Joinder Agreement, Waiver and Second Amendment to Note Purchase Agreement ("Amendment and Agreement"); and

WHEREAS, pursuant to the Amendment and Agreement, Grantors are required to execute and deliver to the Holders, this First Amendment to reflect certain amendments to the Trademark Collateral as set forth on Schedule I hereto.

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.

2. **AMENDMENT TO TRADEMARK SECURITY AGREEMENT.** Schedule I to the Trademark Security Agreement is hereby amended by revising Schedule I to the Trademark Security Agreement as indicated on the attached Schedule I.

3. **EFFECT OF FIRST AMENDMENT.** The Trademark Security Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The security interest, including the priority thereof, originally secured by the Trademark Security Agreement shall not be impaired or otherwise affected in an adverse manner by this First Amendment.

4. **REPRESENTATIONS.** Each Grantor represents and warrants to the Holders, that the Trademark Security Agreement, as amended hereby, constitutes a valid, binding and enforceable obligation of each Grantor.

5. **ENTIRE AGREEMENT.** This First Amendment and the Trademark Security Agreement, as amended by this First Amendment, constitute the entire agreement and understanding between the parties to this First Amendment and supersede any and all prior agreements and understandings relating to the subject matter of this First Amendment.


6. **COUNTERPARTS.** This First Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. **GOVERNING LAW.** **THIS FIRST AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK.**

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

IN WITNESS WHEREOF, each Grantor has caused this First Amendment 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: Michael A. Pruss  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTORS

STATE OF MISSOURI        )  
                                  )        ss.  
COUNTY OF ST. CHARLES)

On August 27, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Pruss, 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.

*Cheryl E Young*  
Notary Public

{seal}

CHERYL E. YOUNG  
Notary Public - State of Missouri  
County of St. Charles  
My Commission Expires Sep. 3, 2006



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

[See attached.]

Schedule I

First Amendment to Trademark Security Agreement

LA1:#6288232

**TRADEMARK**  
**REEL: 002956 FRAME: 0668**



**JACKSON PRODUCTS, INC.  
TRADEMARK REGISTRATIONS**

| Company                | Country | Trademark                        | Serial No. | Registration No. | Registration Date | Comments |
|------------------------|---------|----------------------------------|------------|------------------|-------------------|----------|
| Jackson Products, Inc. | ID      | JACKSON                          |            | 552503           | 11/21/2003        | Add      |
| Jackson Products, Inc. | US      | 600 PLUS                         |            | 905894           | 1/12/1971         | Add      |
| Jackson Products, Inc. | CA      | ADEN                             |            | TMA168960        | 5/8/1970          | Add      |
| Jackson Products, Inc. | US      | ALUMTOP                          |            |                  |                   | Add      |
| Jackson Products, Inc. | CA      | AS                               |            | 176,082          | 5/14/1971         | Add      |
| Jackson Products, Inc. | US      | AS                               |            | 0896861          | 8/18/1970         | Add      |
| Jackson Products, Inc. | US      | AS DESIGN                        |            | 1688815          | 5/26/1992         | Add      |
| Jackson Products, Inc. | US      | CAPMOUNT                         |            | 980013           | 3/5/1974          | Add      |
| Jackson Products, Inc. | US      | CONTOUR                          |            |                  |                   | Add      |
| Jackson Products, Inc. | US      | DOUBLE-LOK                       |            | 888883           | 3/31/1970         | Add      |
| Jackson Products, Inc. | US      | ENVIZION                         |            | 1719934          | 9/29/1992         | Add      |
| Jackson Products, Inc. | US      | FEATHERLIGHT                     |            | 867718           | 4/1/1969          | Add      |
| Jackson Products, Inc. | US      | J JACKSON<br>QUALITY<br>PRODUCTS |            | 360484           | 9/20/1938         | Add      |
| Jackson Products, Inc. | US      | JACKSON                          |            | 1004667          | 2/18/1975         | Add      |
| Jackson Products, Inc. | MX      | JACKSON                          |            | 167343           | 7/19/1971         | Add      |
| Jackson Products, Inc. | MX      | JACKSON                          |            | 131462           | 10/19/1963        | Add      |
| Jackson Products, Inc. | TW      | JACKSON &<br>Design              |            | 616033           | 10/16/1993        | Add      |
| Jackson Products, Inc. | US      | JACKSON &<br>Design              |            | 1193097          | 4/6/1982          | Add      |
| Jackson Products, Inc. | US      | JACKSON &<br>Design              |            | 1192691          | 3/30/1982         | Add      |
| Jackson Products, Inc. | US      | LIFE GUARD &<br>Design           |            | 714439           | 4/25/1961         | Add      |
| Jackson Products, Inc. | US      | LITE-LINE                        |            | 1171076          | 9/29/1981         | Add      |
| Jackson Products, Inc. | US      | MUSKATEER                        |            | 923775           | 11/16/1971        | Add      |
| Jackson Products, Inc. | US      | REZ-HARD                         |            | 901804           | 11/3/1970         | Add      |
| Jackson Products, Inc. | US      | SAFE RAY                         |            | 857607           | 9/24/1968         | Add      |
| Jackson Products, Inc. | US      | TEMP-HARD                        |            | 901803           | 11/3/1970         | Add      |
| Jackson Products, Inc. | US      | TRIPODIC                         |            | 1047179          | 8/31/1976         | Add      |
| Jackson Products, Inc. | US      | TRIPODIC<br>LENS<br>PROTECTION   |            | 883327           | 12/30/1969        | Add      |

**JACKSON PRODUCTS, INC.  
TRADEMARK REGISTRATIONS**

| <b>Owner</b>           | <b>Country</b> | <b>Mark</b>           | <b>Application No.</b> | <b>Filing Date</b> | <b>Comments</b> |
|------------------------|----------------|-----------------------|------------------------|--------------------|-----------------|
| Jackson Products, Inc. | US             | AS (stylized letters) | 74115331               |                    | Add             |
| Jackson Products, Inc. | US             | HYBRID                | 75672744               |                    | Add             |
| Jackson Products, Inc. | MX             | JACKSON               | 83,796                 |                    | Add             |
| Jackson Products, Inc. | US             | JOURNEYMAN<br>EQC     | 74370725               |                    | Add             |
| Jackson Products, Inc. | US             | SIGNAL                | 74062217               |                    | Add             |
| Jackson Products, Inc. | US             | SIGNALITER            | 73742835               |                    | Add             |

**FLEX-O-LITE, INC.  
TRADEMARK REGISTRATIONS**

| Company           | Country | Trademark                                 | Serial No. | Registration No. | Registration Date | Comments |
|-------------------|---------|---|------------|------------------|-------------------|----------|
| Flex-O-Lite, Inc. | US      | SMC SERVICES & MATERIALS COMPANY & Design |            | 2854650          | 06/15/2004        | Add      |
| Flex-O-Lite, Inc. | US      | TRAILBLAZER                               |            | 2837095          | 04/27/2004        | Add      |
| Flex-O-Lite, Inc. | US      | TRAILBLAZER PLUS                          |            | 2837096          | 04/27/2004        | Add      |
| Flex-O-Lite, Inc. | US      | TRAILBOSS                                 |            | 2826184          | 03/23/2004        | Add      |

## FLEX-O-LITE, INC. TRADEMARK APPLICATIONS

| <b>Owner</b>      | <b>Country</b> | <b>Mark</b>                                 | <b>Application No.</b> | <b>Filing Date</b> | <b>Comments</b> |
|-------------------|----------------|---|------------------------|--------------------|-----------------|
| Flex-O-Lite, Inc. | US             | Miscellaneous<br>Design (Highway<br>Design) | 76472703               | 12/24/2002         | Add             |

**AMERICAN ALLSAFE COMPANY TRADEMARK REGISTRATIONS**

| <b>Company</b>           | <b>Country</b> | <b>Trademark</b> | <b>Serial No.</b> | <b>Registration No.</b> | <b>Registration Date</b>           | <b>Comments</b>                                  |
|--------------------------|----------------|------------------|-------------------|-------------------------|------------------------------------|--|
| American Allsafe Company | IT             | QUICK/WEDGE      |                   | 730037                  | 4/18/67                            | Revise registration number from 205921 to 730037 |
| American Allsafe Company | CH             | QUICK/WEDGE      |                   | 338822                  | 1/23/66                            | Revise registration number from 213972 to 338822 |
| American Allsafe Company | MX             | AMERICAN ALLSAFE |                   | 446069                  | 11/8/93;<br>renewal sent<br>7/1/03 | Add  |

**SILENCIO/SAFETY DIRECT, INC.  
TRADEMARK REGISTRATIONS**

| <b>Company</b>               | <b>Country</b> | <b>Trademark</b> | <b>Serial No.</b> | <b>Registration No.</b> | <b>Registration Date</b> | <b>Comments</b> |
|------------------------------|----------------|------------------|-------------------|-------------------------|--------------------------|-----------------|
| Silencio/Safety Direct, Inc. | CA             | RIG              |                   | 30494                   | 06/23/1948               | Add             |