

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flex-O-Lite, Inc.		08/27/2004	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	76472703	
Registration Number:	2854650	SMC SERVICES & MATERIALS COMPANY
Registration Number:	2837095	TRAILBLAZER
Registration Number:	2837096	TRAILBLAZER PLUS
Registration Number:	2826184	TRAILBOSS

CORRESPONDENCE DATA	
Fax Number:	(212)822-5423
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
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CH \$140.00 76472703

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.

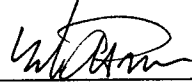
6. **COUNTERPARTS.** This First Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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

ACCEPTED AND ACKNOWLEDGED BY:

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

By: Frank P. Leslie II
Name: Frank P. Leslie II
Title: Vice President

First Amendment to Trademark Security Agreement

LA1:#6288232

TRADEMARK
REEL: 002960 FRAME: 0250

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[See attached.]

Schedule I

First Amendment to Trademark Security Agreement

LA1:#6288232

TRADEMARK
REEL: 002960 FRAME: 0251

**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

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

**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 QUALITY 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 & Design		616033	10/16/1993	Add
Jackson Products, Inc.	US	JACKSON & Design		1193097	4/6/1982	Add
Jackson Products, Inc.	US	JACKSON & Design		1192691	3/30/1982	Add
Jackson Products, Inc.	US	LIFE GUARD & 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 LENS PROTECTION		883327	12/30/1969	Add

**JACKSON PRODUCTS, INC.
TRADEMARK REGISTRATIONS**

Owner	Country	Mark	Application No.	Filing Date	Comments
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 EQC	74370725		Add
Jackson Products, Inc.	US	SIGNAL	74062217		Add
Jackson Products, Inc.	US	SIGNALITER	73742835		Add

AMERICAN ALLSAFE COMPANY TRADEMARK REGISTRATIONS

Company	Country	Trademark	Serial No.	Registration No.	Registration Date	Comments
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; renewal sent 7/1/03	Add

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

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