

11-16-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

Fire King Security Products, LLC

101 Security Parkway

New Albany, IN 47150

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: 11/04/2004

2. Name and address of receiving party(ies)

Name: GE Business Capital Corporation

Internal

Address: _____

Street Address: 500 West Monroe StreetCity: Chicago State: IL Zip: 60661

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

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) _____

B. Trademark Registration No.(s) See list attachedAdditional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christina McClure

Internal Address: _____

Street Address: Latham & Watkins233 S. Wacker Drive, Suite 5800City: Chicago State: IL Zip: 606066. Total number of applications and registrations involved: 117. Total fee (37 CFR 3.41).....\$ 290

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Christina McClure

Name of Person Signing

Christina McClure

Signature

November 9, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6

11/16/2004 ECOOPER 00000024 2224650

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

01 FC:8521
 02 FC:8522
 03 FC:8523

40.00 OP
 250.00 OP
 120.00 OP

TRADEMARK
 REEL: 002977 FRAME: 0413

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration/Serial Number	Registration/Application Date
AVL	Registration No. 2,224,650	February 16, 1999*
Auditdoor	Registration No. 2,068,971	June 10, 1997***
Auditlok	Registration No. 2,679,610	January 28, 2003*
Dauntless	Registration No. 2,398,552	October 24, 2000**
Intellisafe	Registration No. 2,541,670	February 19, 2002*
Meilink Centennial	Registration No. 2,398,546	October 24, 2000**
NKL Safe	Registration No. 2,490,541	September 18, 2001*
Perfect Cash	Serial No. 78/317720	October 23, 2003
Perfect Mix	Serial No. 78/317725	October 23, 2003
Serious Security	Registration No. 2,398,553	October 24, 2000**
Thermosafe	Registration No. 2,398,550	October 24, 2000**
Thermovault	Registration No. 2,398,551	October 24, 2000**

- * Marks formerly owned by NKL Industries, Ltd.
** Marks formerly owned by Meilink Safe Company
*** Canceled

Sched. I -1

CHV721115.1

**TRADEMARK
REEL: 002977 FRAME: 0414**

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2004, by FIRE KING SECURITY PRODUCTS, LLC, a Kentucky limited liability company ("Grantor"), in favor of GE BUSINESS CAPITAL CORPORATION (f/k/a TRANSAMERICA BUSINESS CAPITAL CORPORATION), a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of April 24, 2002 by and among Grantor, the Persons named therein as other Borrowers, Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Grantor has executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of April 24, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)


infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any 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 Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

[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.

**FIRE KING SECURITY PRODUCTS,
LLC, as Grantor**

By: 
Name: Douglas J. Voet
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION
(F/K/A TRANSAMERICA BUSINESS CAPITAL
CORPORATION), as Agent**

By: _____
Name: _____
Title: _____

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.

**FIRE KING SECURITY PRODUCTS,
LLC, as Grantor**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION
(F/K/A TRANSAMERICA BUSINESS CAPITAL
CORPORATION), as Agent**

By: BH
Name: Bone Herberts
Title: Duly Authorized Signatory

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[Signature Page to Trademark Security Agreement - FKSP]