

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp.
5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Flex-O-Lite, Inc.

- Individual(s)
- Corporation - **Delaware**
- Other
- Association

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - **corrective filing previously recorded on February 18, 2004 at reel/frame 2796/0573 correcting registration number to read 2637256 PATHLINE & Design and deleting 2367256 DIABETES DIGEST.**
- Merger
- Change of Name

Execution Date: **February 11, 2004**

2. Name and address of receiving party(ies)

Name: **Regiment Capital III, L.P.**

Internal

Address: _____

Street Address: **222 Berkeley Street, 12th Floor**

City: **Boston** State: **MA** Zip: **02116**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____

- Limited Partnership - **Delaware**
- Corporation
- 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):

2637256

Additional number(s) attached Yes No

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

Name: **Scott M. Kareff, 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: 1

7. Total fee (37 CFR 3.41)..... \$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel LLP/Order No. 051511/0015

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

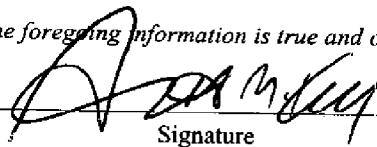
DO NOT USE THIS SPACE

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.

Scott M. Kareff, Esq.

Name of Person Signing



Signature

December 23, 2004


Date

Total number of pages including cover sheet, attachments, and document: 3

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

CH \$40.00 500675 2637256

FROM 12125935955 SCHULTE ROTH & ZABEL LLP 02/18/2004 (WED) 2. 18' 04 11:31/ST. 11:30/NO. 4861207650 P 2
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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
TRADEMARKS ONLY					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Flex-O-Lite, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <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: _____ Street Address: 222 Berkeley Street, 12th Floor 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 - a <u>Delaware Limited Partnership</u> <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: February 11, 2004					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) 766281; 1328183; 1008776; 2417722; 2463617; 2468585; 2468333; 857709; 2367256; 2746888; 905957; 905959; 1646696; 1611284; 708308; 1624837		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Scott M. Kareff, 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: 5 7. Total fee (37 CFR 3.41)..... \$ 415.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 508675 - 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> Scott M. Kareff, Esq.  February 17, 2004 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 5					

CFR 3415.06 800676 0768231

9589950.1

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Flex-O-Lite, Inc., 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");

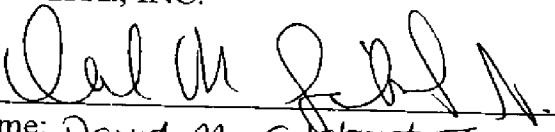
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to 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 February 11, 2004.

FLEX-O-LITE, INC.

By: 
Name: David M. Gilchrist, Jr.
Title: CEO and President

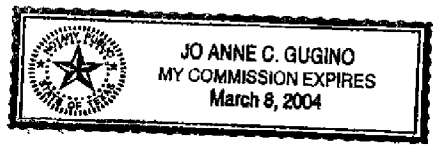
STATE OF Texas

COUNTY OF Dallas

SS.:

On this 11th day of Feb., 2004, before me personally came David M. Galbreath, 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 CEO & President of Flex-O-Lite, Inc., a Delaware corp., and that s/he executed the foregoing instrument in the firm name of Flex-O-Lite Inc., 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.

Jo Anne C. Gugno



SCHEDULE 1A TO ASSIGNMENT FOR SECURITYTRADEMARKS

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