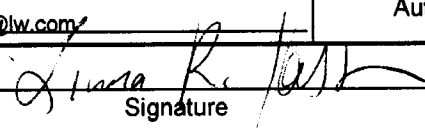


03-18-2005

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

<b>1. Name of conveying party(ies):</b> Liberty Safe and Security Products, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) <u>Utah</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>General Electric Capital Corporation, as Agent</u> Internal _____ Address: _____ Street Address: <u>201 Merritt 7</u> City: <u>Norwalk</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06851</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ 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)	
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>March 11, 2005</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) See continuation of Item 4 attached hereto. B. Trademark Registration No.(s) See continuation of Item 4 attached hereto. Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See continuation of Item 4 attached hereto.			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Linda R. Kastner</u> Internal Address: <u>c/o Latham &amp; Watkins</u> <u>Suite 5800</u> Street Address: <u>233 S. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u> Phone Number: <u>(312) 876-7628</u> Fax Number: <u>(312) 993-9767</u> Email Address: <u>Linda.Kastner@lw.com</u>		<b>6. Total number of applications and registrations involved:</b> <div style="border: 1px solid black; width: 100px; text-align: center; margin: 0 auto;">13</div>	
		<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$ 340.00</b> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed	
		<b>8. Payment Information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____	
<b>9. Signature:</b>  Signature Date <u>March 16, 2005</u>			
<b>10. Name of Person Signing</b> <u>Linda R. Kastner</u>		Total number of pages including cover sheet, attachments, and document: <div style="border: 1px solid black; width: 50px; text-align: center;">7</div>	

03/17/2005 DBYRNE 00000165 1944913

01 FC:8521  
02 FC:8522  
00 FC:

03/17/2005 DBYRNE 00000166 1944913

01 FC:8523

120.00 OP

Documents recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003048 FRAME: 0398

<b>MARK / STATUS</b>	<b>REGISTRATION OR SERIAL NUMBER / STATUS</b>	<b>APPLICATION OR REGISTRATION DATE</b>
LIBERTY SAFES	1,944,913 / Registered	January 2, 1996
LIBERTY SAFES & Design	1,945,279 / Registered	January 2, 1996
U.S. SAFE	2,276,869 / Registered	September 7, 1999
FREEDOM SAFE	2,251,255 / Registered	June 8, 1999
CENTURION	75/732,123 / Pending	June 18, 1999
COLONIAL SAFE	2,341,259 / Registered	April 11, 2000
THE NEW HOME APPLIANCE	2,602,132 / Registered	July 30, 2002
LIBERTY SAFE	2,648,543 / Registered	November 12, 2002
CENTURION	1,560,463 / Registered	October 17, 1989
LIBERTY SAFE & Design	78/231,537 / Pending	March 28, 2003
TIMBER RIDGE	2,902,396 / Registered	November 9, 2004
PHARMA SAFE	78/260,295 / Pending	June 10, 2003
NATIONAL SECURITY & Design	1,505,558 / Registered	September 27, 1988

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 11, 2005, by Liberty Safe and Security Products, Inc., a Utah corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing 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, without limitation, those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark owned by Grantor and licensed by Grantor to third parties; and

(d) all products and proceeds of the foregoing, including, arising from any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark of Grantor or that Grantor has a right to receive under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any of the foregoing to the extent excluded from the definition of Collateral under the Security Agreement.

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. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

[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.

LIBERTY SAFE AND SECURITY PRODUCTS, INC.

By: Jeffrey H. Talley  
Name: Jeffrey H. Talley  
Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

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

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[Signature Page to Trademark Security Agreement]

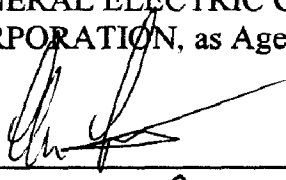
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIBERTY SAFE AND SECURITY PRODUCTS, INC.

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:  \_\_\_\_\_  
Name: CHRIS CROTEAU  
Title: DULY AUTHORIZED SIGNATORY

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[Signature Page to Trademark Security Agreement]

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>MARK / STATUS</b>	<b>REGISTRATION OR SERIAL NUMBER / STATUS</b>	<b>APPLICATION OR REGISTRATION DATE</b>
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