

09-30-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE



102847872

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

Tab settings

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), Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other First Amendment to Trademark Security Agreement (checked)

Execution Date: August 27, 2004

2. Name and address of receiving party(ies)

Name: CIT Group/Business Credit, Inc.

Internal

Address:

Street Address: 5420 LBJ Freeway, Suite 200

City: Dallas State: TX Zip: 75240

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked) (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No (No checked)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76472703

B. Trademark Registration No.(s) 2854650, 2837095, 2837096, 2826184

Additional number(s) attached Yes No (No checked)

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

Name: Alan Schnacke

Internal Address:

Street Address: 5420 LBJ Freeway, Suite 200

City: Dallas State: TX Zip: 75240

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Darren W. Collins

Name of Person Signing

[Signature]

Signature

September 23, 2004

Date

Total number of pages including cover sheet, attachments, and document: 8

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

09/30/2004 ECOOPER 00000005 76472703

01 FC:8521 02 FC:8522

40.00 OP 100.00 OP

TRADEMARK REEL: 003053 FRAME: 0297

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2004, by FLEX-O-LITE, INC., a Delaware corporation ("Grantor"), in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, in its capacity as agent ("Agent") for the lenders ("Lenders") party to the Financing Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of February 11, 2004, by and among Grantor, Jackson Products, Inc., Silencio/Safety Direct, Inc., American Allsafe Company TMT-Pathway, LLC, and Jackson Safety, LLC (collectively, "Borrowers"), Agent and the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), Lenders have agreed to make loans to, and assist in the establishing of Letters of Credit for the benefit of, Grantor and the other Borrowers;

WHEREAS, pursuant to the Financing Agreement, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Trademark Security Agreement, dated as of February 11, 2004, executed by Grantor in favor of Agent (the "Trademark Security Agreement"); and

WHEREAS, pursuant to the Financing Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this First Amendment to Trademark Security Agreement to reflect certain amendments to the Trademark Collateral;

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 the Financing Agreement.

2. **AMENDMENT TO TRADEMARK SECURITY AGREEMENT.** Schedule I to the Trademark Security Agreement is hereby amended adding the additional Trademark Collateral set forth on Schedule I hereto.

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 to Trademark Security Agreement.

4. **REPRESENTATIONS.** Grantor represents and warrants to the Agent, for the benefit of the Lenders, that the Trademark Security Agreement, as amended hereby, constitutes a valid, binding and enforceable obligation of Grantor.

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


6. **COUNTERPARTS.** This First Amendment to Trademark Security Agreement 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 TO TRADEMARK SECURITY AGREEMENT 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, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLEX-O-LITE, INC.,
as Grantor

By: 
Name: Michael A Pruss
Title: vice President and chief Financial Officer

Trademark Security Agreement
009265.0153:294319

TRADEMARK
REEL: 003053 FRAME: 0300

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

None

TRADEMARK LICENSES

Trademark License Agreement dated effective as of May 7, 2004, between Jackson Products, Inc., as licensor, and Jackson Safety, LLC, as licensee, pursuant to which Jackson Safety has been granted a worldwide, non-exclusive, paid-up, and non-transferable license to use the following:

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

TRADEMARK APPLICATIONS

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