

10-01-2004



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

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

102849456

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

1. Name of conveying party(ies):
Jackson Products, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other First Amendment to Trademark Security Agreement
- Merger
- Change of Name

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
- 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

OFFICE OF PATENT RECORDS
2004 SEP 27 AM 9:14
FINANCE SECTION

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2826184

Additional number(s) attached Yes No

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: _____

1

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

- Enclosed
- 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

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 00000102 2826184

01 FC:8521

40.00 OP

TRADEMARK
REEL: 003054 FRAME: 0387

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2004, by JACKSON PRODUCTS, 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, Silencio/Safety Direct, Inc., American Allsafe Company, TMT-Pathway, LLC, Flex-O-Lite, Inc., 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 herby, 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.

JACKSON PRODUCTS, INC.,
as Grantor

By: 
Name: Michael A. Pruss
Title: Vice President and Chief Financial Officer

Trademark Security Agreement
009265.0153:294313

TRADEMARK
REEL: 003054 FRAME: 0390

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this 27th day of August, 2004 before me personally appeared Michael P. Huss, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Jackson Products, Inc.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Patricia Battles Halle
Notary Public

{seal}

PATRICIA BATTLES HALLE
Notary Public – State of Missouri
County of St. Charles
My Commission Expires Feb. 03, 2007

Trademark Security Agreement
009265.0153:294313

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	TRAILBOSS		2826184	03/23/2004	Add

TRADEMARK APPLICATIONS

None



2001 Ross Avenue
Suite 3000
Dallas TX 75201
(214) 758-1500

Facsimile (214) 758-1550

September 21, 2004

Darren W. Collins
(214) 758-3552
dcollins@pattonboggs.com

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark
Office
Post Office Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING	
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to Director of the U.S. Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450	
Date of Deposit:	September <u>23</u> , 2004
Signature:	<u>Shelly Beavers</u> Shelly Beavers

Re: United States Trademarks and Trademark Applications According to Attached Exhibit
Our Ref. No.: 009265.0153

Dear Sir:

Enclosed for filing in the above-identified trademarks are the following:

1. Recordation Form Cover Sheet
2. First Amendment to Trademark Security Agreement between Jackson Products, Inc. and CIT Group/Business Credit, Inc
3. Check in the amount of \$40.00 for filing fees
4. Confirmation postcard

Please charge any deficiency in the required fee to our Deposit Account No. 50-2816.

Very truly yours,

A handwritten signature in black ink, appearing to read 'D W Collins'.

Darren W. Collins
Attorney for Receiving Party

DWC:sab
Attachment (Exhibit of Registrations and Application)

ANCHORAGE • DALLAS • DENVER • NORTHERN VIRGINIA • WASHINGTON, DC

296681v1

TRADEMARK
REEL: 003054 FRAME: 0393

Exhibit of Registration and Applications

Applications

Registrations

2826184