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



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

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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):

Jackson Products, Inc.

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

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 27, 2004

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

A. Trademark Application No.(s) 76/230164

B. Trademark Registration No.(s) 2137215

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:

40

7. Total fee (37 CFR 3.41) \$ 1600.00

- 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

Signature

September 23 2004

Date

Total number of pages including cover sheet, attachments, and document: 11

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 00000103 76230164

01 FC:8521 02 FC:8522

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CONTINUATION OF ITEM 4

Applications

Registrations

76/256752	2170216
75/331,958	2180634
75/347,274	2180621
75/318,812	992383
76/307,680	1348789
76/230,163	2394300
76/230,164	2483107
76/230,155	2108453
76/236,397	855024
76/230,615	2636330
76/256,752	858564
	864229
	2717895
	2759827
	700794
	701791
	1715292
	945131
	1764228
	1772283
	1812772
	1802604
	1,810,597
	1,761,108
	1,807,267
	918,468
	1,805,937

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2004 by JACKSON SAFETY, LLC, a Delaware limited liability company ("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., American Allsafe Company, TMT-Pathway, LLC, Silencio/Safety Direct, Inc. and Flex-O-Lite, Inc. (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," including that certain Joinder Agreement and Second Amendment to Financing Agreement dated on or about the date hereof, pursuant to which Grantor, among other things, became a party to the Financing Agreement, the "Joinder 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 Joinder 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 the Financing 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 any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark collectively, the "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

Trademark Security Agreement
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(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 Financing 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 Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

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

JACKSON SAFETY, LLC,
as Grantor

By: 
Name: Michael A. Pruss
Title: Vice President and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: _____
Name: Alan Schnacke
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF MISSOURI)
)
COUNTY OF ST. CHARLES) ss.

On this 27th day of August, 2004 before me personally appeared Michael A. Pruss, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Jackson Safety, LLC**, 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 authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Cheryl E Young
Notary Public

CHERYL E. YOUNG
Notary Public - State of Missouri
County of St. Charles
My Commission Expires Sep. 3, 2006

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	Registration No.	Registration Date
Jackson Products, Inc.	US	JACKSON & Design	2137215	02/17/1998
Jackson Products, Inc.	TW	JACKSON	640677	04/16/?
Jackson Products, Inc.	US	NOMADS	2170216	06/30/1998
Jackson Products, Inc.	CA	JACKSON & Design	TMA20033 9	07/05/?
Jackson Products, Inc.	TW	JACKSON	649193	07/16/?
Jackson Products, Inc.	TW	JACKSON	649543	07/16/?
Jackson Products, Inc.	US	MORSAFE	2180634	08/11/1998
Jackson Products, Inc.	US	SHADOW	2180621	08/11/1998
Jackson Products, Inc.	US	JACKSON	992383	09/03/1974
Jackson Products, Inc.	US	WRAP-A-ROUND	1348789	07/09/1985
Jackson Products, Inc.	US	PRIZM	2394300	10/10/2000
Jackson Products, Inc.	US	APCP	2483107	08/28/2001
Jackson Products, Inc.	US	SOLEX	2108453	10/28/1997
Jackson Products, Inc.	US	JACKSON QUALITY PRODUCTS J	855024	08/20/1968
Jackson Products, Inc.	US	HEADTURNERS	2636330	10/15/2002
Jackson Products, Inc.	US	UNIGOGGLE	858564	10/15/1968

Company	Country	Trademark	Registration No.	Registration Date
Jackson Products, Inc.	US	SNUGSIDE	864229	01/28/1968
Jackson Products, Inc.	US	ALLSAFE SAFETY EYEWEAR	2717895	05/20/2003
Jackson Products, Inc.	US	NEXGEN	2759827	09/02/2003
Jackson Products, Inc.	FR	JACKSON & Design	1,575,878	02/15/?
Jackson Products, Inc.	DE	JACKSON & Design	1,169,912	02/23/?
Jackson Products, Inc.	IT	JACKSON & Design	583529	04/05/?
Jackson Products, Inc.	US	CABLEHITCH	700794	07/12/1960
Jackson Products, Inc.	US	CURV-O-MARK and Design	701791	07/26/1960
Jackson Products, Inc.	US	EQC	1715292	09/15/1992
Jackson Products, Inc.	US	QUIK-TRIK	945131	10/17/1972
Jackson Products, Inc.	US	WRAP-A- ROUND	1764228	04/13/1993
Jackson Products, Inc.	JP	JACKSON & Design	2545908	06/30/?
Jackson Products, Inc.	CA	JACKSON	TMA54070 3	02/02/2001
Jackson Products, Inc.	US	AUTOSENSE	1772283	05/18/1993
Jackson Products, Inc.	US	ENVIZION & Design	1812772	12/21/1993
Jackson Products, Inc.	US	EYE DESIGN	1802604	11/02/1993
Jackson Products, Inc.	MX	ADEN	451526	
Jackson Products, Inc.	TW	ADEN	616032	
Jackson Products, Inc.	MX	JACKSON	395400	
Jackson Products, Inc.	TW	JACKSON & Design	616033	
Jackson Products, Inc.	TW	JACKSON	631151	
Jackson Products, Inc.	US	EQC Mentor Design	1,810,597	12/14/1993
Jackson Products, Inc.	US	Laser Optics (and Design)	1,761,108	3/30/1993
Jackson Products, Inc.	US	Master EQC	1,807,267	11/30/1993
Jackson Products, Inc.	US	Morsafe (Stylized)	918,468	8/17/1971
Jackson Products, Inc.	US	Professional EQC (Stylized)	1,805,937	11/23/1993

TRADEMARK APPLICATIONS

Owner	Country	Mark	Application No.	Filing Date
Jackson Products, Inc.	US	JP INC & DESIGN	76/230164	03/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/256752	05/14/2001
Jackson Products, Inc.	MY	ADEN	93/03156	
Jackson Products, Inc.	MX	JACKSON	83796	
Jackson Products, Inc.	US	JACKSON AND DESIGN (WELDER)	75/331,958	7/18/1997
Jackson Products, Inc.	US	JPI	75/347,274	8/26/1997
Jackson Products, Inc.	US	YOU ALWAYS WANT JACKSON ON THE JOB	75/318,812	7/2/1997
Jackson Products, Inc.	US	INTELLISENSE	76/307,680	8/31/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/230,163	3/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/230,164	3/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/230.155	3/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/236,397	4/6/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/230,615	3/23/2001
Jackson Products, Inc.	US	JP INC & DESIGN	76/256,752	5/14/2001