

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Reaffirmation and Amendment of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Energy Absorption Systems, Inc., Pledgor		04/20/2005	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	LaSalle Bank National Association
<b>Street Address:</b>	135 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Serial Number:	78450713	BARRACUDA
Registration Number:	1126712	G-R-E-A-T
Registration Number:	1366317	HEX-FOAM
Registration Number:	1421723	ALPHA 1000 TMA
Registration Number:	1700568	MP-3
Registration Number:	1043547	ENERGITE
Registration Number:	1685732	BRAKEMASTER
Registration Number:	1826896	ALPHA 2001 MD TMA
Registration Number:	1766660	DURASHELL
Registration Number:	1733018	CERTIFIED LIFESAVER
Registration Number:	1796352	CERTIFIED LIFESAVER
Registration Number:	1800112	TRITON BARRIER
Registration Number:	1881398	ALPHA 60 MD
Registration Number:	1861513	BARRIERGATE

CH \$915.00 78450713

Registration Number:	1997325	N-E-A-T
Registration Number:	1021549	SAFETY-FLEX
Registration Number:	1029308	WORKING WITH IDEAS...MAKING IDEAS WORK
Registration Number:	1040139	HI-DRO CUSHION
Registration Number:	1045858	ENERGY ABSORPTION SYSTEMS, INC.
Registration Number:	2062308	QUADGUARD
Registration Number:	2585145	REGENT
Registration Number:	2369286	QUADTREND
Registration Number:	2394331	SAFE-STOP TMA
Registration Number:	2420973	CUSHIONWALL
Registration Number:	2508884	ALPHA 70K TMA
Registration Number:	2440658	ALPHA 100K TMA
Registration Number:	2766342	FREEZEFREE
Registration Number:	2858466	STOPGATE
Registration Number:	2701011	EASI-CELL
Registration Number:	2465358	DURA-POST
Serial Number:	76603296	SLED
Serial Number:	76385403	SENSIT
Serial Number:	76438844	MAKING THE WORLD A SAFER PLACE TO TRAVEL
Serial Number:	78226878	FAST BRAKE
Serial Number:	78226838	KONAPOST
Serial Number:	78379379	VULCAN

**CORRESPONDENCE DATA**

Fax Number: (312)236-8176  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3122368500  
Email: akolomayets@cammcm.com  
Correspondent Name: Andrew G. Kolomayets  
Address Line 1: 200 West Adams Street  
Address Line 2: Suite 2850  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Andrew G. Kolomayets
Signature:	/Andrew G. Kolomayets/
Date:	06/10/2005

**Total Attachments: 10**

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# PATENTS ONLY

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Energy Absorption Systems Inc., Pledgor**

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: LaSalle Bank National Association

Internal Address: \_\_\_\_\_

Street Address: 135 South La Salle Street

City: Chicago State: IL ZIP: 60603

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other Reaffirmation and Amendment of Patent Security Agreement

Execution Date: April 20, 2005

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)  
10/084,607

B. Patent No.(s)  
4,557,466

Additional numbers attached?  Yes  No

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

Name: Andrew G. Kolomayets

Internal Address: Cook, Alex, McFarron, Manzo, Cummings & Mehler, Ltd.

Street Address: 200 West Adams Street - Suite 2850

City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved: **54**

7. Total fee (37 CFR 3.41):.....\$ 2,160.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

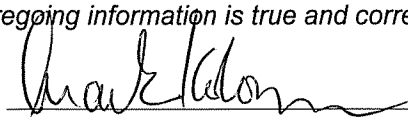
Authorized to be charged to deposit account

8. Deposit account number:  
50-1039

(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.*

Andrew G. Kolomayets  June 8, 2005

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **10**

Additional Patent Numbers

1. 4,711,481
2. 4,635,981
3. 4,688,766
4. 4,674,911
5. 4,934,661
6. 4,784,515
7. 5,112,028
8. 5,022,782
9. 5,192,157
10. 5,211,503
11. 4,681,302
12. 5,199,755
13. 5,248,129
14. 5,314,261
15. 5,403,113
16. 5,425,594
17. 5,494,371
18. 5,733,062
19. 5,577,861
20. 5,642,792
21. 6,050,742
22. 5,797,591
23. 5,797,592
24. 6,062,766
25. 5,967,497
26. 5,868,521
27. 6,173,943
28. 6,092,959
29. 6,142,452
30. 6,270,020
31. 6,244,637
32. 6,481,920
33. 6,461,076
34. 6,427,983
35. 6,478,506
36. 6,554,529
37. 6,539,175
38. 6,695,469
39. 6,579,034
40. 5,447,272
41. 6,042,023
42. 6,082,638
43. 6,102,306
44. 5,518,337
45. 6,623,204

Additional Patent Application Numbers

1. 09/512,894
2. 10/679,754
3. 10/628,319
4. 10/701,906
5. 10/821,404
6. 10,841,972
7. 10/865,219

## REAFFIRMATION AND AMENDMENT OF PATENT SECURITY AGREEMENT

**This Reaffirmation and Amendment of Patent Security Agreement (this "Reaffirmation"), dated and effective as of April 20, 2005, (the "Reaffirmation") is executed between Energy Absorption Systems Inc., as the Pledgor (the Pledgor"), in favor of LaSalle Bank National Association ("LaSalle"), and has reference to the following facts and circumstances:**

### RECITALS

A. Quixote Corporation (the "Borrower"), The Northern Trust Company, individually and as Administrative Agent for certain Lenders ("Northern"), including without limitation, LaSalle ("Existing Lenders") entered into and are parties to that certain Credit Agreement, dated as of May 16, 2003, as amended by a First Amendment, dated as of December 9, 2003; by a Second Amendment, dated as of June 30, 2004; by a Third Amendment, dated as of September 10, 2004 and a Fourth Amendment dated as of February 9, 2005 ("Existing Credit Agreement"), pursuant to which the Existing Lenders have made, (i) Revolving Loans to the Borrower evidenced by certain Revolving Notes, dated as of September 10, 2004, in the maximum aggregate principal amount of Thirty Eight Million Dollars and 00/100 (\$38,000,000), executed by the Borrower and made payable pro rata to the order of the Existing Lenders (the "Revolving Notes") and (ii) Term Loans to the Borrower evidenced by certain Term Notes, dated as of May 16, 2003, in the aggregate original principal amount of Twenty Million Dollars and 00/100 (\$20,000,000), executed by the Borrower and made payable pro rata to the order of the Existing Lenders (the "Term Notes").

B. The Borrower, as of February 9, 2005, issued \$40,000,000 Convertible Senior Subordinated Notes, due February 15, 2025 (the "New Subordinated Notes"), the proceeds of which New Subordinated Notes (i) repaid in full Borrowers' obligations on the Term Loans and Term Notes and terminated the Existing Lender's Term Loan Commitment as defined in the Existing Credit Agreement and (ii) repaid a portion of the outstanding Revolving Loans thereunder.

C. Northern has agreed to resign as Administrative Agent under the Existing Credit Agreement and the Existing Lenders (including Northern) have agreed to sell to LaSalle their outstanding pro rata share of the Revolving Loans and to assign to LaSalle their rights and obligations under the Existing Credit Agreement.

D. LaSalle and Borrower have agreed to amend and restate the terms of the Existing Credit Agreement, as amended by that Amended and

Restated Credit Agreement, dated as of the date hereof (the "Amended and Restated Credit Agreement").

E. Northern, as Agent for the Existing Lenders to the Existing Credit Agreement, effective upon its resignation as Agent and its assignment of its pro rata share of the Revolving Loan Commitment and Revolving Loans under the Existing Credit Agreement, shall assign to LaSalle all of its right, title and interest as Pledgee in certain Patents, as defined, in and subject to the terms of that certain Patent Security Agreement, dated as of September 10, 2004, between the Pledgor and Northern, as the secured party, as defined in the Existing Credit Agreement (the "Patent Security Agreement").

F. LaSalle is willing to enter into this Reaffirmation only upon the condition that Debtors execute and deliver this Reaffirmation in favor of LaSalle.

**NOW, THEREFORE, in consideration of the foregoing, Pledgor and LaSalle hereby agree as follows:**

1. The Recitals to this Reaffirmation are hereby incorporated herein by this reference thereto.

2. Amendment to Patent Security Agreement. The Patent Security Agreement is hereby amended as follows:

(A) The "Whereas" sections of the Patent Security Agreement are hereby amended and restated in their entirety to read as follows:

"A. Quixote Corporation (the "Borrower"), The Northern Trust Company ("Northern"), individually and as Administrative Agent for certain Lenders, including without limitation, LaSalle Bank National Association ("LaSalle") ("Existing Lenders"), entered into and are parties to that certain Credit Agreement, dated as of May 16, 2003, as amended by a First Amendment, dated as of December 9, 2003; by a Second Amendment, dated as of June 30, 2004; by a Third Amendment, dated as of September 10, 2004 and a Fourth Amendment dated as of February 9, 2005 ("Existing Credit Agreement"), pursuant to which existing Credit Agreement the Existing Lenders have made, (i) Revolving Loans to the Borrower evidenced by certain Revolving Notes, dated as of September 10, 2004, in the maximum aggregate principal amount of Thirty Eight Million Dollars and 00/100 (\$38,000,000), executed by the Borrower and made payable pro rata to the order of the Existing Lenders (the "Revolving Notes") and (ii) Term Loans to the Borrower evidenced by certain Term Notes, dated as of May 16, 2003, in the aggregate original principal amount of Twenty Million Dollars and 00/100 (\$20,000,000), executed by the Borrower and made payable pro rata to the order of the Existing Lenders (the "Term Notes").

B. The Borrower, as of February 9, 2005, issued \$40,000,000 Convertible Senior Subordinated Notes, due February 15, 2025 (the "New Subordinated Notes"), the proceeds of which New Subordinated Notes (i) repaid in full Borrowers' obligations on the Term Loans and Term Notes and terminated the Existing Lender's Term Loan Commitment as defined in the Existing Credit Agreement and (ii) repaid a portion of the outstanding Revolving Loans thereunder.

C. Pledgor, as Subsidiary Guarantor, executed that Subsidiary Guaranty, dated as of May 16, 2003, as amended (the "Subsidiary Guaranty"), in favor of Northern for the benefit of the Existing Lenders and secured its obligations under that Subsidiary Guaranty by pledging certain Patents, pursuant to that certain Patent Security Agreement dated as of September 10, 2004, between Pledgors and Northern, as Pledgee.

D. Northern has agreed to resign as Administrative Agent under the Existing Credit Agreement and the Existing Lenders (including Northern) have agreed to sell to LaSalle their outstanding pro rata share of the Revolving Loans and to assign to LaSalle their rights and obligations under the Existing Credit Agreement.

E. LaSalle and Borrower have agreed to amend and restate the terms of the Existing Credit Agreement, and the Borrower has requested and LaSalle, has agreed that LaSalle, individually on its own, continue the Revolving Loan Commitment under the Existing Credit Agreement, as amended by an Amended and Restated Credit Agreement, dated as of the date hereof (the "Amended and Restated Credit Agreement"), consisting of LaSalle's Revolving Credit Commitment in the amount of \$30,000,000 with a sublimit for the issuance of Letters of Credit in the amount of \$10,000,000.

F. Northern, subject to the conditions described in Recitals D and E hereof, has agreed to assign to LaSalle its interest in the Patent Security Agreement and the Collateral pledged thereunder."

(B) All references in the Patent Security Agreement to the "Credit Agreement" shall hereinafter be deemed to refer to the Amended and Restated Credit Agreement.

(C) All references in the Patent Security Agreement to the "Loan Documents" shall hereinafter be deemed to refer to the definition of "Loan Documents" in the Amended and Restated Credit Agreement.

3. Reaffirmation of Patent Security Agreement. Pledgor hereby expressly reaffirms and assumes (on the same basis as set forth in the Patent Security Agreement, as hereby amended), all of Pledgor's obligations and liabilities to LaSalle, as Pledgee, as set forth in the Patent Security Agreement, and the Pledgor agrees to be



bound by and abide by and operate and perform under and pursuant to and comply fully with all of the terms, conditions, provisions, agreements, representations, undertakings, warranties, guarantees, indemnities and covenants contained in the Patent Security Agreement, in so far as such obligations and liabilities may be modified by this Reaffirmation.

4. This Reaffirmation shall inure to the benefit of Bank, its successors and assigns and be binding upon Pledgor, LaSalle, and their individual successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed and delivered as of the day and year first written above.

**ENERGY ABSORPTION SYSTEMS, INC.,**  
as Pledgor

By:

Name: Daniel P. Gorey

Title: Vice President and Treasurer

**LASALLE BANK NATIONAL**  
**ASSOCIATION, as Pledgee**

By:

Name: Stephanie Kline

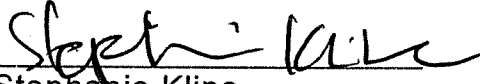
Title: Vice President

IN WITNESS WHEREOF, this instrument has been executed and delivered as of the day and year first written above.

**ENERGY ABSORPTION SYSTEMS, INC.,  
as Pledgor**

By: \_\_\_\_\_  
Name: Daniel P. Gorey  
Title: Vice President and Treasurer

**LASALLE BANK NATIONAL  
ASSOCIATION, as Pledgee**

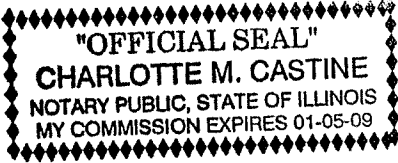
By:   
Name: Stephanie Kline  
Title: Vice President

STATE OF ILLINOIS            )  
  :  
COOK COUNTY                    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Daniel P. Gorey whose name as Vice President and Treasurer of Energy Absorption Systems, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 20<sup>th</sup> day of April, 2005.

[ NOTARIAL SEAL ]



Charlotte M. Castine  
Notary Public

Print Name: CHARLOTTE M. CASTINE

My Commission Expires: 01/05/09

STATE OF ILLINOIS            )  
  :  
COOK COUNTY                    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Stephanie Kline, whose name as Vice President of LaSalle Bank National Association, an Illinois banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 20<sup>th</sup> day of April, 2005.

[ NOTARIAL SEAL ]



*Christina M. Canham*  
Notary Public

Print Name: Christina M. Canham  
My Commission Expires: \_\_\_\_\_