

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Regiment Capital III, L.P.		05/24/2005	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Jackson Products, Inc.
Street Address:	5801 Safety Dr., N.E.
City:	Belmont
State/Country:	MICHIGAN
Postal Code:	49306
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Serial Number:	76230164	JP INC
Registration Number:	2137215	JACKSON
Registration Number:	2170216	NOMADS
Registration Number:	2180634	MORSAFE
Registration Number:	2180621	SHADOW
Registration Number:	0992383	JACKSON
Registration Number:	1348789	WRAP-A-ROUND
Registration Number:	2394300	PRIZM
Registration Number:	2483107	APCP
Registration Number:	2108453	SOLEX
Registration Number:	0855024	JACKSON QUALITY PRODUCTS J
Registration Number:	2636330	HEADTURNERS
Registration Number:	0858564	UNIGOGGLE

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Registration Number:	0864229	SNUGSIDE
Registration Number:	2717895	ALLSAFE SAFETY EYEWEAR
Registration Number:	2759827	NEXGEN
Registration Number:	0700794	CABLEHITCH
Registration Number:	0701791	CURV-O-MARK
Registration Number:	1715292	EQC
Registration Number:	0945131	QUIK-TRIK
Registration Number:	1764228	WRAP-A-ROUND
Registration Number:	1772283	AUTOSENSE
Registration Number:	1812772	ENVIZION
Registration Number:	1802604	
Serial Number:	75331958	JACKSON
Serial Number:	75347274	JPI
Serial Number:	75318812	YOU ALWAYS WANT JACKSON ON THE JOB
Serial Number:	76307680	INTELLISENSE
Serial Number:	76230163	JP INC
Serial Number:	76230155	JP INC
Serial Number:	76236397	JP INC
Serial Number:	76230615	JP INC
Serial Number:	76256752	JP INC
Serial Number:	74115331	AS
Serial Number:	75672744	HYBRID
Serial Number:	74370725	JOURNEYMAN EQC
Serial Number:	74062217	SIGNAL
Serial Number:	73742835	SIGNALITER
Serial Number:	73905894	
Serial Number:	74370846	EQC MENTOR
Serial Number:	74201388	LASER OPTICS
Serial Number:	74370833	MASTER EQC
Serial Number:	72357398	MORSAFE
Registration Number:	1805937	PROFESSIONAL EQC
Registration Number:	0905894	600 PLUS
Registration Number:	0896861	AS
Registration Number:	1688815	AS
Registration Number:	0980013	CAPMOUNT

Registration Number:	0888863	
Registration Number:	1719934	ENVIZION
Registration Number:	0867718	FEATHERLIGHT
Registration Number:	0360484	J JACKSON QUALITY PRODUCTS
Registration Number:	1004667	JACKSON
Registration Number:	1193097	JACKSON
Registration Number:	1192691	JACKSON
Registration Number:	0714439	LIFE GUARD
Registration Number:	1171076	LITE-LINE
Registration Number:	0923775	MUSKETEER
Registration Number:	0901804	REZ-HARD
Registration Number:	0857607	SAFE RAY
Registration Number:	0901803	TEMP-HARD
Registration Number:	1047179	TRIPODIC
Registration Number:	0083327	

CORRESPONDENCE DATA

Fax Number: (713)615-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7137584730
Email: iptldocket@velaw.com
Correspondent Name: Cindy Y. Lee
Address Line 1: 1001 Fannin St., Suite 2300
Address Line 2: First City Tower
Address Line 4: Houston, TEXAS 77002-6760

NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Signature:	/Jessica Greeney/
Date:	06/15/2005

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "Release") is made and effective as of the date indicated below and is granted by Regiment Capital III, L.P., a Delaware limited partnership ("Releasor"), in favor of Jackson Products, Inc., a Delaware corporation ("Releasee").

WHEREAS, pursuant to that certain Credit Agreement dated as of February 11, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Credit Agreement") by and among Releasee; the other Borrowers named therein; Regiment Capital III, L.P., as agent; and the Lenders described therein (the "Lenders"), Lenders agreed to make loans and other financial accommodations to Releasee;

WHEREAS, Releasee and Releasor entered into that certain Security Agreement dated as of February 11, 2004 as amended, replaced, superseded or otherwise modified from time to time (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Releasee executed that certain Assignment for Security dated as of February 11, 2004, as amended, replaced, superseded or otherwise modified from time to time (the "Assignment") in favor of Releasor, pursuant to which Releasee granted to Releasor a lien upon and security interest in, among other things, Releasee's right, title and interest in and to the following property of Releasee, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Credit Agreement) (collectively, the "Trademark Collateral"):

A continuing security interest in all right, title and interest of the Releasee in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, including, without limitation, each trademark, service mark, trademark application and service mark application listed on Schedule A to the Assignment, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

WHEREAS, the Assignment was recorded at the United States Patent and Trademark Office at Reel 002796/Frame 0566 on February 18, 2004, and a related filing was recorded at Reel 002939/Frame 0157 on September 15, 2004 (the "Related Filing");

WHEREAS, Releasee has paid all of its outstanding indebtedness to Releasor;

WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral conveyed to Releasor pursuant to the Security Agreement, the Assignment, the Related Filing and/or any other agreement (the "Security Interest"); and

WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself and Lenders, and all successors, legal representatives and assigns of Releasor and Lenders, hereby releases and discharges fully the Security Interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement, the Assignment, the Related Filing and/or any other agreement, and Releasor hereby reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or Releasee's agents or designees) reasonably request in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized, as of the 24 day of May 2005.

RELEASOR:

REGIMENT CAPITAL III, L.P.

By: Regiment Capital Management, L.L.C., its
General Partner

By: Regiment Capital Advisors, L.L.C., its
Manager

By: 

Name: Richard T Miller

Title: VP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK ss.:

On this 24 day of May 2005, before me, the undersigned, personally appeared RICHARD MILLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Monika Brenard
[NOTARY SEAL] MONIKA BRENARD

My commission expires
December 20, 2007