

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | Release of Security Interest |

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

|                        |                          |
|------------------------|--------------------------|
| <b>Name:</b>           | American Allsafe Company |
| <b>Street Address:</b> | 99 Wales Ave.            |
| <b>City:</b>           | Tonawanda                |
| <b>State/Country:</b>  | NEW YORK                 |
| <b>Postal Code:</b>    | 14151                    |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE    |

**PROPERTY NUMBERS Total: 34**

| Property Type        | Number   | Word Mark            |
|----------------------|----------|----------------------|
| Registration Number: | 2177109  | ROTO-CLIP            |
| Registration Number: | 0784477  | APEX                 |
| Registration Number: | 1346413  | AMERICAN ALLSAFE CO. |
| Registration Number: | 1348161  | AMERICAN ALLSAFE CO. |
| Registration Number: | 0795601  | APEX                 |
| Registration Number: | 0809115  | BARGARD              |
| Registration Number: | 2388506  | ALLWELD              |
| Registration Number: | 1456262  | ULTRA-LIGHT          |
| Registration Number: | 1480527  | FACE SAVER           |
| Registration Number: | 2583766  | CUDASPREE            |
| Registration Number: | 1499297  | BIG WINDOW           |
| Registration Number: | 1500244  |                      |
| Serial Number:       | 75395063 | KIDZ GOGZ            |

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|                      |         |                          |
|----------------------|---------|--------------------------|
| Registration Number: | 1712232 |                          |
| Registration Number: | 1514377 |                          |
| Registration Number: | 1516301 | MED-K                    |
| Registration Number: | 0884609 | ADEN                     |
| Registration Number: | 0691975 | QUICK-WEDGE              |
| Registration Number: | 1584478 | MONOGOGGLE               |
| Registration Number: | 0900219 | FOGGARD                  |
| Registration Number: | 1704719 | INSLIDER                 |
| Registration Number: | 1721675 | AMERICAN ALLSAFE COMPANY |
| Registration Number: | 1214966 | ALLSAFE                  |
| Registration Number: | 1219827 | LAMBA                    |
| Registration Number: | 1749304 | AUTO VIEW                |
| Registration Number: | 1749308 | AUTO VIEW                |
| Registration Number: | 1774139 | INSLIDER                 |
| Registration Number: | 1786625 | AMERICAN ALLSAFE CO.     |
| Registration Number: | 1252775 | HUNTSMAN                 |
| Registration Number: | 0403819 | MONOGOGGLE               |
| Registration Number: | 1253674 | HUNTSMAN                 |
| Registration Number: | 1230945 | KEDMAN                   |
| Registration Number: | 1230946 |                          |
| Registration Number: | 0446069 |                          |

**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 American Allsafe Company, 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 0561 on February 18, 2004 and at Reel 002939/Frame 0530 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 Releasore 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 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