

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Olympic Optical Company, LLC

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 1, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank National Association

Internal

Address: _____

Street Address: 60 Livingston Avenue

City: St. Paul

State: Minnesota

Country: USA Zip: 55107

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Banking Association Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Nicole M. Pappa

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford

State: CT Zip: 06103

Phone Number: (860) 240-2834

Fax Number: (860) 240-2518

Email Address: nicole.pappa@bingham.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8823
Expiration Date 10/07

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Nicole Pappa
Signature

06/08/2005

Date

Nicole M. Pappa

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$315.00 78333729

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registrations:

Company	Country	Trademark	Registration No.	Registration Date
Olympic Optical Company, LLC	US	UV BLOCKER	1,555,331	09/05/1989
Olympic Optical Company, LLC	US	VIEWMASTER	2,070,642	06/10/1997
Olympic Optical Company, LLC	US	QUIK-FIT	2,136,314	02/10/1998
Olympic Optical Company, LLC	US	ASSAULT SHIELDS	2,105,455	10/14/1997
Olympic Optical Company, LLC	US	PHANTOM	2,451,352	05/15/2001
Olympic Optical Company, LLC	US	CODE 4	2,264,786	07/27/1999
Olympic Optical Company, LLC	US	BRUTE	2,626,740	09/24/2002
Olympic Optical Company, LLC	US	THE FLAME	2,861,363	07/06/2004
Olympic Optical Company, LLC	US	OZONE	2,857,500	06/29/2004

Applications:

Owner	Country	Mark	Application No.	Filing Date
Olympic Optical Company, LLC	US	30-60	78/333,729	11/26/2003
Olympic Optical Company, LLC	US	357	78/391,657	03/26/2004
Olympic Optical Company, LLC	US	S.W.A.T.	76/615,011	10/07/2004

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2005; by and between Olympic Optical Company, LLC, a Delaware limited liability company (the "Grantor"), in favor of U.S. Bank National Association, as collateral agent (in such capacity, together with any successor in such capacity, the "Term C Agent"), for the Holders of the Notes issued pursuant to the Note Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of February 11, 2004, by and among Grantor, Jackson Products, Inc., American Allsafe Company, TMT-Pathway, L.L.C., Silencio/Safety Direct, Inc., Flex-O-Lite, Inc. and Jackson Safety, LLC (collectively, "Issuers"), Term C Agent and the Holders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement", including as amended by that certain Joinder Agreement, Waiver and Third Amendment to Note Purchase Agreement dated on or about the date hereof (the "Amendment and Agreement"), pursuant to which Grantor, among other things has become a party to the Note Purchase Agreement) pursuant to which the Holders agreed to purchase the Notes; and

WHEREAS, pursuant to the Amendment and Agreement, Grantor is required to execute and deliver to Term C Agent for the benefit of Holders, 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:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Term C Agent, on behalf of the Holders and grants to Term C Agent, on behalf of the Holders, a lien on and security interest in all of its title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations, or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

SECTION 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Term C Agent, on behalf of the Holders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Term C Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All rights and remedies provided for herein to the Term C Agent and all obligations of Grantor hereunder are subject to the applicable terms and provisions of the Intercreditor Agreement.

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

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

OLYMPIC OPTICAL COMPANY, LLC, as Grantor

By: *Michael A. Pruss*

Name: Michael A. Pruss

Title: Vice President & Chief Financial Officer

STATE OF Missouri)
COUNTY OF St Charles)

ss.

On May 31, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Pruss, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity on behalf of Olympic Optical Company, LLC, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.


Cheryl E. Young
Notary Public

{seal}

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

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Term C Agent

By: 
Name: Richard Prokosch
Title: Vice President

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