

09-28-2005

DEPARTMENT OF COMMERCE
Patents and Trademark Office

9-27-05



103019244

To the Director of the U. S. Patent and Trademark Office

at the address(es) below.

1. Name of conveying party(ies):

Fire King International, LLC

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

Other Indiana limited liability company

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s): August 12, 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: GE Business Capital Corporation

Internal

Address:

Street Address: 500 W. Monroe Street

City: Chicago

State: IL

Country: US

Zip: 60606

- Association
- General Partnership
- Limited Partnership

Citizenship

Citizenship

Citizenship

Corporation

Citizenship: Delaware

Other

Citizenship

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 1

B. Trademark Registration No.(s)

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: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7629

Fax Number: 312/993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

20

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

\$ 515.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers:
Expiration Date:

b. Deposit Account Number:

Authorized User Name:

9. Signature:

Elizabeth J. Burns

Signature

Elizabeth J. Burns

Name of Person Signing

September 27, 2005

Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 003166 FRAME: 0715

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration/Serial Number	Registration/Application Date
A Safe Place in an Unsafe World	Registration No. 1,377,878	January 14, 1986
Bolt-O-Matic Dor-Gard	Registration No. 700,111	June 28, 1960
Cashvault	Registration No. 2,407,452	November 21, 2000
Durasafe	Registration No. 1,304,699	November 13, 1984
Duravault	Registration No. 1,301,215	October 23, 1984
Fire-Fyter	Registration No. 787,116	March 23, 1965
Fire King (Stylized)	Registration No. 623,477	March 20, 1956
Fire King	Registration No. 1,173,902	October 20, 1981
Fire King (Design)	Registration No. 2,801,790	January 6, 2004
Fireking	Registration No. 2,833,666	April 20, 2004
Fireking 25	Registration No. 2,909,446	September 20, 2001
Fire King Mediavault	Registration No. 2,388,560	September 19, 2000
Gibraltar	Registration No. 1,527,772	March 7, 1989
Hercules	Registration No. 633,178	August 21, 1956
Meilink (Stylized)	Registration No. 406,424	April 4, 1944
Sherlock The Smartest Safe Lock in the Business	Registration No. 1,925,235	October 10, 1995
Sherlock (Stylized)	Registration No. 1,927,973	October 17, 1995
Silverado *	Registration No. 2,147,322	March 31, 1998
Turtle	Registration No. 1,601,883	June 19, 1990
Vault (Stylized) *	Registration No. 593,417	August 3, 1954

*** Not transferred to FKI LLC in the Assignment of Registered Trademarks**

Sched. I -1

CH778668.1

**TRADEMARK
REEL: 003166 FRAME: 0716**

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of Aug. 12, 2005, by FIRE KING INTERNATIONAL, LLC, an Indiana limited liability company ("Grantor"), in favor of GE BUSINESS CAPITAL CORPORATION (f/k/a TRANSAMERICA BUSINESS CAPITAL CORPORATION), a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of April 24, 2002 by and among FIRE KING INTERNATIONAL, INC., a Kentucky corporation ("FKI"), the Persons named therein as other Borrowers, Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, FKI has executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of April 24, 2002 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, FKI has transferred the Trademark Collateral (as hereinafter defined) to Grantor pursuant to an Assignment of Registered Trademarks, dated as of July 19, 2005;

WHEREAS, contemporaneously herewith, Grantor is entering into Limited Consent and Omnibus Amendment No. 5 to Loan Agreement and Loan Documents whereby, among other things, Grantor is joining the Loan Agreement and the Security Agreement as a Borrower and a Loan Party and assuming all of FKI's obligations and liabilities arising under the Loan Documents (including the Security Agreement); and

WHEREAS, pursuant to the Security 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 Schedule A thereto to the Loan 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 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


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

[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.

**FIRE KING INTERNATIONAL, LLC,
as Grantor**

By: 
Name: Douglas J. Voet
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION
(F/K/A TRANSAMERICA BUSINESS CAPITAL
CORPORATION), as Agent**

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement – FKI LLC]

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**TRADEMARK
REEL: 003166 FRAME: 0720**


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.

**FIRE KING INTERNATIONAL, LLC,
as Grantor**

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GE BUSINESS CAPITAL CORPORATION
(F/K/A TRANSAMERICA BUSINESS CAPITAL
CORPORATION), as Agent**

By:  _____
Name: Bond Herberts
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement – FKI LLC]

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**TRADEMARK
REEL: 003166 FRAME: 0721**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

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CH778668.1

RECORDED: 09/27/2005

**TRADEMARK
REEL: 003166 FRAME: 0722**