

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ING Capital LLC		12/09/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Total Safety U.S., Inc.
Street Address:	11111 Wilcrest Green
Internal Address:	Suites 300 & 375
City:	Houston
State/Country:	TEXAS
Postal Code:	77042
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2390958	TOTAL SAFETY
Registration Number:	2399146	TOTAL SAFETY
Registration Number:	1993338	TOTAL SAFETY
Registration Number:	1993147	TOTAL SAFETY

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404.572.2611
 Email: vfitzpatrick@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: 191 Peachtree Street
 Address Line 2: c/o Vandy F. Fitzpatrick
 Address Line 4: Atlanta, GEORGIA 30303

CH \$115.00 2390958

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick
Date:	12/12/2005
Total Attachments: 4 source=Trademark Release#page1.tif source=Trademark Release#page2.tif source=Trademark Release#page3.tif source=Trademark Release#page4.tif	

TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

This TERMINATION AND RELEASE (as amended, amended and restated or otherwise modified from time to time, the "Termination and Release") is dated December 9, 2005 and made by ING Capital LLC ("ING"), as Agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement, which is defined below), in favor of Total Safety U.S., Inc., a Delaware corporation ("Pledgor"):

WITNESSETH

WHEREAS, Pledgor, Agent and Lenders are parties to a certain Trademark Security Agreement dated November 25, 2003 which was recorded at Reel 002758, Frame 0769 (as amended, amended and restated or otherwise modified from time to time, the "Security Agreement"), a Credit Agreement dated November 25, 2003 (as amended, amended and restated or otherwise modified from time to time, the "Credit Agreement"), and certain other related loan documents of November 25, 2003 (collectively, with the Security Agreement, Credit Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements, among other things, provided (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Pledgor and (ii) for the grant by Pledgor to Agent, for the benefit of the Lenders, of a security interest in certain of Pledgor's assets, including, without limitation, the Trademarks and Trademark Licenses, as defined in the Security Agreement; and

WHEREAS, Agent and Lenders have agreed to terminate the Security Agreement and release their security interests in the Property (defined below), which Property shall be subject to a security interest held by Guggenheim Corporate Funding, LLC.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent and Lenders hereby terminate and release the security interests in the trademarks and trademark applications listed on the attached Schedule A as follows:

1. Incorporation of Prior Agreements. The Financing Agreements and their respective terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Release of Security Interests. The Agent, on behalf of itself and the Lenders party to the Credit Agreement and their respective successors, legal representatives and assigns, hereby terminates and releases fully its security interests in, assignment of, general lien on and right of set-off of all of the following (collectively, the "Property") and reassigns any and all such rights, title and interest in the Property to Pledgor, free and clear of any claims by Agent of any Lender:

(a) each Trademark, as defined in the Security Agreement, now or hereafter owned by the Pledgor or in which the Pledgor not has or hereafter acquires rights and wherever located;

(b) each Trademark License, as defined in the Security Agreement, now or hereafter held by the Pledgor or in which the Pledgor now has or hereafter acquires rights and wherever located to the extent such assignment is not prohibited by the terms of such Trademark License;

(c) any claim by the Pledgor against third parties for past, present, or future infringement of any Trademark or breach of the Trademark Licenses, if any, including without limitation, any Trademark or Trademark License referred to in Schedule A; and

(d) all products and proceeds of the foregoing.

3. Further Assurances. The Agent, for the benefit of the Lenders, hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests in the Property contemplated hereby.

IN WITNESS WHEREOF, Agent has duly executed this Termination and Release as of the date first written above.

ING Capital, LLC, as Agent

By: Ed A [Signature]
 Title: EDWARD CARPENTER
VICE PRESIDENT

IN WITNESS WHEREOF, Pledgor has duly executed this Termination and Release as of the date first written above.

Total Safety U.S., Inc.

By: _____
 Title: _____

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(b) each Trademark License, as defined in the Security Agreement, now or hereafter held by the Pledgor or in which the Pledgor now has or hereafter acquires rights and wherever located to the extent such assignment is not prohibited by the terms of such Trademark License;

(c) any claim by the Pledgor against third parties for past, present, or future infringement of any Trademark or breach of the Trademark Licenses, if any, including without limitation, any Trademark or Trademark License referred to in Schedule A; and

(d) all products and proceeds of the foregoing.

3. Further Assurances. The Agent, for the benefit of the Lenders, hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests in the Property contemplated hereby.

IN WITNESS WHEREOF, Agent has duly executed this Termination and Release as of the date first written above.

ING Capital, LLC, as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Pledgor has duly executed this Termination and Release as of the date first written above.

Total Safety U.S., Inc.

By: Michael J. Belling

Title: VP & CFO

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date
TOTAL SAFETY	2,390,958	Oct. 3, 2000
TOTAL SAFETY	2,399,146	Oct. 31, 2000
TOTAL SAFETY (and Design)	1,993,338	Aug. 13, 1996
TOTAL SAFETY (and Design)	1,993,147	Aug. 13, 1996