

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medic First Aid International, Inc.		11/30/2006	CORPORATION: OREGON

**RECEIVING PARTY DATA**

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street, Suite 240
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1203969	
Registration Number:	1222912	EMP
Registration Number:	2359310	EMP INTERNATIONAL
Registration Number:	1384810	MEDIC FIRST AID
Registration Number:	1713566	MEDIC FIRST AID
Serial Number:	76539198	MEDIC HEALTH & SAFETY
Serial Number:	76539189	MEDIC HEALTH & SAFETY

**CORRESPONDENCE DATA**

Fax Number: (312)876-7934  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-876-3192  
 Email: pmcbride@sonnenschein.com  
 Correspondent Name: Peggy L. McBride  
 Address Line 1: 7800 Sears Tower  
 Address Line 2: Sonnenschein Nath & Rosenthal LLP

OP \$190.00 1203969

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 09801880-0020

NAME OF SUBMITTER: Peggy L. McBride

Signature: /Peggy L. McBride/

Date: 12/21/2006

**Total Attachments: 6**  
source=Medic First Aid-LaSalle Bank-TM Security Agreement#page1.tif  
source=Medic First Aid-LaSalle Bank-TM Security Agreement#page2.tif  
source=Medic First Aid-LaSalle Bank-TM Security Agreement#page3.tif  
source=Medic First Aid-LaSalle Bank-TM Security Agreement#page4.tif  
source=Medic First Aid-LaSalle Bank-TM Security Agreement#page5.tif  
source=Medic First Aid-LaSalle Bank-TM Security Agreement#page6.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2006, by MEDIC FIRST AID INTERNATIONAL, INC., an Oregon corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Agent").

### RECITALS

A. The Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions (the "Banks") have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and American Safety and Health Institute, Inc., a Delaware corporation ("ASHI", Grantor and ASHI being hereinafter collectively referred to as the "Borrowers").

B. The Grantor is a party to that certain Security Agreement dated as of August 25, 2006 as amended by Joinder and First Amendment to Security Agreement bearing even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent and the Lender Parties are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Banks, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Banks, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Liabilities (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Banks, as collateral security for the Liabilities, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Liabilities.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

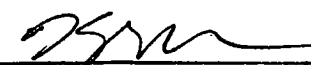
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**MEDIC FIRST AID INTERNATIONAL,  
INC.**

By:   
Name: Jeff S. Tobin  
Title: Vice President

**Acknowledged:**

**LASALLE BANK NATIONAL ASSOCIATION,  
as Agent**

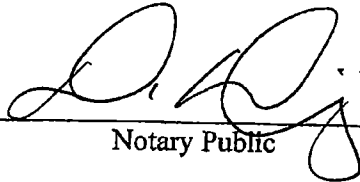
By:   
Name: K. Joseph Angel, Jr.  
Title: Vice President

*Signature Page to Trademark Security  
Agreement*

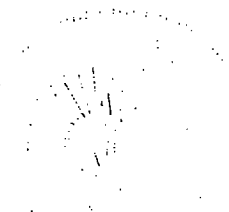
**TRADEMARK  
REEL: 003449 FRAME: 0144**

STATE OF Ohio )  
                                  ) SS  
COUNTY OF Cuyahoga )

On this 30<sup>th</sup> day of November, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Medic First Aid International, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

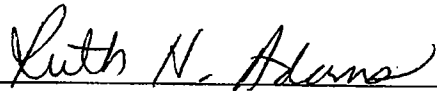
  
\_\_\_\_\_  
Notary Public

**DAVREEN DIXON**  
**NOTARY PUBLIC • STATE OF OHIO**  
**My commission expires Nov. 12, 2011**



STATE OF ILLINOIS     )  
                                  ) ss  
COUNTY OF COOK     )

On this 30<sup>th</sup> day of November 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of LaSalle Bank National Association, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
\_\_\_\_\_  
Notary Public



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

U.S. TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	[design]	73200883	01/22/79	1203969	08/03/82	Registered Renewed	Medic First Aid International, Inc.
2.	EMP	73200884	01/22/79	1222912	01/04/83	Cancelled	Medic First Aid International, Inc.
3.	EMP INTERNATIONAL	75535854	08/13/98	2359310	06/20/00	Registered	Medic First Aid International, Inc.
4.	MEDIC FIRST AID	73447379	10/11/83	1384810	02/25/86	Registered	Medic First Aid International, Inc.
5.	MEDIC FIRST AID	74188456	07/23/91	1713566	09/08/92	Registered Renewed	Medic First Aid International, Inc.
6.	MEDIC HEALTH & SAFETY	76539198	08/21/03	----	----	Pending	Medic First Aid International, Inc.
7.	MEDIC HEALTH & SAFETY	76539189	08/21/03	----	----	Pending	Medic First Aid International, Inc.