

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Salisbury Electrical Safety L.L.C.		03/21/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2966899	SURE-LOK	
Registration Number:	2933939	PRO-HOOD	
Registration Number:	2697982	RUB-OUT	
Registration Number:	2697983	TEN-FOUR	
Registration Number:	1347101	SALCO	
Registration Number:	1417113	SALISBURY	
Registration Number:	1363732	SALISBURY	
Registration Number:	1415495	SALISBURY QUALITY SINCE 1855	
Registration Number:	1364475	SALVAR	
Registration Number:	1363929	SUPER SALCOR	
Registration Number:	1416433	MEDALIST	
Registration Number:	3066927	PRO-TOOLS	
Registration Number:	2995697	PRO-WEAR	

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**TRADEMARK**  
**REEL: 003529 FRAME: 0927**

Registration Number:	3161939	SALCON
Registration Number:	1368480	SALCOR
Registration Number:	3182800	LINK GUARD
Registration Number:	3164845	AIR GAP
Registration Number:	3085544	TRI-PORT
Registration Number:	3179636	VERSA GUARD
Serial Number:	78143721	PRO-WEAR
Serial Number:	78635721	POLE GUARD
Serial Number:	78635844	INSTANT INSULATION

#### CORRESPONDENCE DATA

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 840750
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/26/2007

#### Total Attachments: 7

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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, (the "Agreement") dated as of March 21, 2007, is made between Salisbury Electrical Safety L.L.C., a Delaware limited liability company (the "Grantor"), and the Credit Suisse, as collateral agent (together with its successors, in such capacity, the "Administrative Agent").

**WITNESSETH:**

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement, dated September 19, 2006 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises, Grantor and Administrative Agent hereby agree as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantors:

(a) Trademarks of such Grantor listed on Schedule I attached hereto; provided, however, that to the extent the security interest granted hereunder would cause the invalidation of any U.S. Trademark or service mark application which is the subject of the grant, such security interest shall not be effective against such trademark or service mark application, and the Administrative Agent shall not record its security interest in such trademark or service mark application, in each case until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office;

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

If any of the Trademarks shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the security interest created hereby on such Trademarks.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.


SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very Truly Yours,

SALISBURY ELECTRICAL SAFETY L.L.C.

By:   
Robert A. Peterson  
President

Accepted and Agreed:

CREDIT SUISSE,

acting through its Cayman Islands Branch, as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **BILL O'DALY**  
**DIRECTOR**

By:   
Name: \_\_\_\_\_  
Title: **MIKHAIL FAYBUSOVICH**  
**ASSOCIATE**

Trademark Security Agreement Signature Page

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TRADEMARK  
REEL: 003529 FRAME: 0932

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS**

Registrations

1. Mark	2. Country	3. Serial No./Filing Date	4. Reg. No./Registered	5. Class/Goods and Services	6. Registration Date
Sure-lok	U.S.	78-405,039 04/20/2004	2966899 07/12/2005	9	Registered
Pro-Hood	U.S.	78-143,723 7/14/2002	2933939 3/15/2005	9	Registered
Rub-Out	U.S.	78-138,813 6/25/2002	2697982 3/18/2003	3	Registered
Ten-Four	U.S.	78-138,815 6/25/2002	2697983 3/18/2003	3	Registered
Rub-Out	U.S.	78-138813 06/25/2002	2697982 03/18/2003	3	Registered
Salco	U.S.	73-511182 11/29/1984	1347101 07/09/1985 Renewed on 6/29/2005	3	Registered
Salisbury	U.S.	73-511059 11/29/1984	1417113 11/18/1986	3, 4, 7, 8, 9, 17, 22, 25	Registered
Salisbury	U.S.	73-518805 01/23/1985	1363732 10/01/1985 Renewed on 10/07/2005	37	Registered
Salisbury Quality Since 1855	U.S.	73-511060 11/29/1984	1415495 11/04/1986	3, 4, 7, 8, 9, 17, 22, 25	Registered
Salvar	U.S.	73-511233 11/29/1984	1364475 10/08/1985 Renewed on 10/07/2005	17	Registered
Super Salcor	U.S.	73-511234 11/29/1984	1363929 10/08/1985	01	Registered

			Renewed on 10/08/2005		
Medalist	U.S.	73-518756 01/23/1985	1416433 11/11/1986	8	Registered
Pro-Tools	U.S.	78-459122 07/29/2004	3066927 03/07/2006	8	Registered
Pro-Wear	U.S.	78-143721 07/14/2002	2995697 09/13/2005	9	Registered
Salcon	U.S.	78-635890 05/24/2005	3161939 10/24/2006	9	Registered
Salcor	U.S.	73518737 01/23/1985	1368480 11/05/1985	001	Registered
Link Guard	U.S.	78-635775 05/24/2005	3182800 12/12/2006	9	Registered
Air Gap	U.S.	78-635764 05/24/2005	3164845 10/31/2006	9	Registered
Tri-Port	U.S.	78-635150 05/23/2005	3085544 04/25/2006	09	Registered
Versa Guard	U.S.	78-635817 05/24/2005	3179636 12/05/2006	09	
Salvar	South Af- rica	9515916 11/30/95	1995/15916 12/11/1998		Registered
Salvar	Australia		723588 12/09/1996		
Salisbury Quality	South Af- rica	9515917 11/30/95	1995/15917 02/11/1999		Registered

Applications:

Trademark	Country	Serial No./Filing Date	Reg. No./Registered	Class/Goods and Services	Registration Date
Pro-Wear	U.S.	78-143,721 7/14/02		009	
Pole Guard	U.S.	78-635721 05/24/2005		09 (Internat- ional Class 17)	
Instant Insulation	U.S.	78-635844 05/24/2005		17	
W.H. Salisbury & Co.	Brazil	828282331		08 (Internat- ional)	
W.H. Salisbury & Co.	Brazil	828282340		04 (Interna-	



				tional)	
W.H. Salisbury & Co.	Brazil	828282358		03 (International)	
Salisbury	Brazil	828282366		25 (International)	
W.H. Salisbury & Co.	Brazil	828282374		09 (International)	
Salisbury	Brazil	828282390		08 (International)	
Salisbury	Brazil	828282404		04 (International)	
W.H. Salisbury & Co.	Brazil	828282277		17 (International)	
Salisbury	Brazil	828282285		17 (International)	
Salisbury	Brazil	828282412		03 (International)	
Salisbury	Brazil	828282382		09 (International)	
Salisbury	Brazil	828282307		22 (International)	
W.H. Salisbury & Co.	Brazil	828282315		22 (International)	
W.H. Salisbury & Co.	Brazil	828282323		25 (International)	
Super Salcor	South Africa	9515915 11/30/95			
Salisbury Word	Brazil	820862240			
Salisbury Quality Since 1855 & Design	Australia	723586 12/09/96			
Salisbury Quality Logo	Brazil	820862231			