

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
American Allsafe Company		09/07/2007	CORPORATION:
Jackson Products, Inc.		09/07/2007	CORPORATION:
JP Safety, Inc.		09/07/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	1456262	ULTRA-LIGHT
Registration Number:	1480527	FACE SAVER
Registration Number:	1499297	BIG WINDOW
Registration Number:	1500244	
Registration Number:	0361232	DRYBROW
Registration Number:	1514377	
Registration Number:	1516301	MED-K
Registration Number:	0884609	ADEN
Registration Number:	1584478	MONOGOGGLE
Registration Number:	0900219	FOGGARD
Registration Number:	0149818	
Registration Number:	1704719	INSLIDER

OP \$1490.00 1456262

Registration Number:	1721675	AMERICAN ALLSAFE COMPANY
Registration Number:	1214966	ALLSAFE
Registration Number:	1219827	LAMBA
Registration Number:	1749304	AUTO VIEW
Registration Number:	1749308	AUTO VIEW
Registration Number:	1786625	AMERICAN ALLSAFE CO.
Registration Number:	1252775	HUNTSMAN
Registration Number:	0403819	MONOGOGGLE
Registration Number:	1253674	HUNTSMAN
Registration Number:	1774129	STORM
Registration Number:	0766281	PARALTA
Registration Number:	2746880	SERVICES AND MATERIALS
Registration Number:	1646696	SUNDOWNER
Registration Number:	2854650	SMC SERVICES & MATERIALS COMPANY
Registration Number:	2837095	TRAILBLAZER
Registration Number:	2837096	TRAILBLAZER PLUS
Registration Number:	2826184	TRAILBOSS
Registration Number:	2137215	JACKSON
Registration Number:	2170216	NOMADS
Registration Number:	2180634	MORSAFE
Registration Number:	2180621	SHADOW
Registration Number:	0992383	JACKSON
Registration Number:	2108453	SOLEX
Registration Number:	0855024	JACKSON QUALITY PRODUCTS J
Registration Number:	2636330	HEADTURNERS
Registration Number:	0858564	UNIGOGGLE
Registration Number:	2717895	ALLSAFE SAFETY EYEWEAR
Registration Number:	2759827	NEXGEN
Registration Number:	0701791	CURV-O-MARK
Registration Number:	1715292	EQC
Registration Number:	0945131	QUIK-TRIK
Registration Number:	1764228	WRAP-A-ROUND
Registration Number:	0509235	RIG
Registration Number:	1161003	RIG-RAG
Registration Number:	1555331	UV BLOCKER

Registration Number:	2070642	VIEWMASTER
Registration Number:	2136314	QUIK-FIT
Registration Number:	2105455	ASSAULT SHIELDS
Registration Number:	2451352	PHANTOM
Registration Number:	2264786	CODE 4
Registration Number:	2626740	BRUTE
Registration Number:	2861363	THE FLAME
Registration Number:	2857500	OZONE
Registration Number:	3088371	30-06
Registration Number:	2997382	357
Serial Number:	76561011	NIGHTBLAZER
Serial Number:	76615011	S.W.A.T.

CORRESPONDENCE DATA

Fax Number: (312)863-7807
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637233
Email: Rena.Kollias@goldbergkohn.com
Correspondent Name: Rena Kollias
Address Line 1: 55 East Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.160
NAME OF SUBMITTER:	rena kollias
Signature:	/renakollias/
Date:	09/13/2007

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7th day of September, 2007, by JP Safety, Inc., a Delaware corporation ("JP Inc."), American Allsafe Company, a Delaware corporation ("AAC"), and Jackson Products, Inc., a Delaware corporation ("Borrower"; Borrower, JP Inc. and AAC each individually a "Grantor" and collectively the "Grantors"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Borrower, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantors and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark set forth across such Grantor's name on Schedule 1 annexed hereto, together with any reissues,

continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lender or Grantors, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.


[Signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


JP SAFETY, INC.

By 
Its VP and CFO

AMERICAN ALLSAFE COMPANY

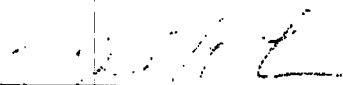
By 
Its VP and CFO

JACKSON PRODUCTS, INC.

By 
Its VP and CFO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By 
Its David A. Coleman
Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Company	Country	Trademark	Registration No.	Registration Date
American Allsafe Company	US	ULTRA-LIGHT	1456262	09/08/1987
American Allsafe Company	US	FACE SAVER	1480527	03/15/1988
American Allsafe Company	US	BIG WINDOW	1499297	08/09/1988
American Allsafe Company	US	WELDING HELMET DESIGN	1500244	08/16/1988
American Allsafe Company	US	DRYBROW (Stylized)	361232	10/11/1938
American Allsafe Company	US	BIG WINDOW & Design	1514377	
American Allsafe Company	US	MED-K	1516301	12/13/1988
American Allsafe Company	US	ADEN	884609	01/20/1970
American Allsafe Company	US	MONOGOGGLE	1584478	02/27/1990
American Allsafe Company	US	FOGGARD	900219	10/06/1970
American Allsafe Company	CA	BARGARD	TMA149818	03/23/1967
American Allsafe Company	US	INSLIDER	1704719	08/04/1992
American Allsafe Company	US	AMERICAN ALLSAFE COMPANY	1721675	10/06/1992
American Allsafe Company	US	ALLSAFE	1214966	11/02/1982
American Allsafe Company	US	LAMBA	1219827	12/14/1982
American Allsafe Company	US	AUTO VIEW	1749304	01/26/1993
American Allsafe Company	US	AUTO VIEW & Design	1749308	01/26/1993
American Allsafe Company	US	AMERICAN ALLSAFE CO. & Design	1786625	08/10/1993
American Allsafe Company	US	HUNTSMAN & Design	1252775	10/04/1983

Company	Country	Trademark	Registration No.	Registration Date
American Allsafe Company	US	MONOGOGGLE (Stylized)	403819	10/19/1943
American Allsafe Company	CA	MONOGOGGLE	TMA297532	11/30/1984
American Allsafe Company	US	HUNTSMAN	1253674	10/11/1983
American Allsafe Company	US	STORM	1774129	06/01/1993
JP Safety, Inc.	US	PARALTA	766281	03/10/1964
JP Safety, Inc.	US	SERVICES AND MATERIALS	2746880	08/05/2003
JP Safety, Inc.	US	SUNDOWNER	1646696	06/04/1991
JP Safety, Inc.	US	SMC Services & Materials Company & Design	2854650	06/15/2004
JP Safety, Inc.	US	Trailblazer	2837095	04/27/2004
JP Safety, Inc.	US	Trailblazer Plus	2837096	04/27/2004
JP Safety, Inc.	US	Trailboss	2826184	03/23/2004
Jackson Products, Inc.	US	JACKSON & Design	2137215	02/17/1998
Jackson Products, Inc.	TW	JACKSON	640677	04/16/1994
Jackson Products, Inc.	US	NOMADS	2170216	06/30/1998
Jackson Products, Inc.	CA	JACKSON & Design	TMA200339	07/05/1974
Jackson Products, Inc.	TW	JACKSON	649193	07/16/1994
Jackson Products, Inc.	TW	JACKSON	649543	07/16/1994
Jackson Products, Inc.	US	MORSAFE	2180634	08/11/1998
Jackson Products, Inc.	US	SHADOW	2180621	08/11/1998
Jackson Products, Inc.	US	JACKSON	992383	09/03/1974
Jackson Products, Inc.	US	SOLEX	2108453	10/28/1997
Jackson Products, Inc.	US	JACKSON QUALITY PRODUCTS J	855024	08/20/1968
Jackson Products, Inc.	US	HEADTURNERS	2636330	10/15/2002
Jackson Products, Inc.	US	UNIGOGGLE	858564	10/15/1968
Jackson Products, Inc.	US	ALLSAFE SAFETY EYEWEAR	2717895	05/20/2003
Jackson Products, Inc.	US	NEXGEN	2759827	09/02/2003
Jackson Products, Inc.	FR	JACKSON & Design	1,575,878	02/16/1990
Jackson Products, Inc.	DE	JACKSON & Design	1,169,912	12/20/1990
Jackson Products, Inc.	IT	JACKSON & Design	907812	12/9/92
Jackson Products, Inc.	US	CURV-O-MARK and Design	701791	07/26/1960
Jackson Products, Inc.	US	EQC	1715292	09/15/1992
Jackson Products, Inc.	US	QUIK-TRIK	945131	10/17/1972
Jackson Products, Inc.	US	WRAP-A-ROUND	1764228	04/13/1993

Company	Country	Trademark	Registration No.	Registration Date
Jackson Products, Inc.	JP	JACKSON & Design	2545908	06/30/
Jackson Products, Inc.	CA	JACKSON	TMA540703	02/02/2001
Jackson Products, Inc.	ID	JACKSON	552503	11/21/2003
American Allsafe Company	US	RIG	509235	05/03/1949
American Allsafe Company	US	RIG-RAG (Stylized)	1161003	07/14/1981
American Allsafe Company	US	UV BLOCKER	1,555,331	09/05/1989
American Allsafe Company	US	VIEWMASTER	2,070,642	06/10/1997
American Allsafe Company	US	QUIK-FIT	2,136,314	02/10/1998
American Allsafe Company	US	ASSAULT SHIELDS	2,105,455	10/14/1997
American Allsafe Company	US	PHANTOM	2,451,352	05/15/2001
American Allsafe Company	US	CODE 4	2,264,786	07/27/1999
American Allsafe Company	US	BRUTE	2,626,740	09/24/2002
American Allsafe Company	US	THE FLAME	2,861,363	07/06/2004
American Allsafe Company	US	OZONE	2,857,500	06/29/2004
American Allsafe Company	US	30-60	3088371	5/2/2006
American Allsafe Company	US	357	2997382	9/20/2005

TRADEMARK APPLICATIONS

Owner	Country	Mark	Application No.	Filing Date
JP Safety, Inc.	US	Niteblazer	76/561,011	11/20/2003 (Allowed 11/16/2004)
American Allsafe Company	US	S.W.A.T.	76/615,011	10/07/2004