

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
Foodhandler Inc.		10/31/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	FirstLight Financial Corporation, as Agent
Street Address:	1700 East Putnam Avenue
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2273050	BLADEBLOCKER
Registration Number:	2625922	BLADEBLOCKER ULTRA
Registration Number:	2093207	
Registration Number:	2296516	ENDURE
Registration Number:	2444954	FLAIRWEAR
Registration Number:	2306692	FOOD SAFETY AT WORK
Registration Number:	2141694	FOODHANDLER
Serial Number:	78695814	FORMFLEX
Registration Number:	2091332	HANDS ON PROTECTION
Registration Number:	2231216	JOBHANDLER
Registration Number:	2629303	JOBSELECT
Registration Number:	1495080	LOBSTER TRAP
Registration Number:	2449613	MEDHANDLER
Registration Number:	2426872	ONYX

OP \$590.00 2273050

Registration Number:	2660083	QUICKFIT
Registration Number:	3261943	RACK IN THE BOX
Serial Number:	77130156	RU2SICK2WORK
Registration Number:	2915525	SAFE HANDS SAFE FOOD
Registration Number:	2273051	SAFETYGRIP
Registration Number:	3220663	TACTIX SYNTHETIC GLOVES
Registration Number:	2594917	TEKNIQUE
Registration Number:	2258092	TEXTRA
Registration Number:	3033066	THE HIPSTER

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda Kastner, c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda Kastner
Signature:	/lk/
Date:	11/01/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of FirstLight Financial Corporation, a Delaware corporation ("FirstLight"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the Issuing Bank (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, the Issuing Bank, and FirstLight, as Agent for the Lenders and the Issuing Bank, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank, and the Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Trademark Collateral"):

all of the Trademarks, owned by such Grantor, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that (i) 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and (ii) this Trademark Security Agreement is expressly subject to the terms and provisions thereof and does not modify such terms and provisions or create any additional rights or obligations for any party thereto or hereto.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be effective as delivery of an originally executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

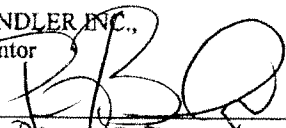
Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

[SIGNATURE PAGES FOLLOW]

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,

FOODHANDLER INC.,
as Grantor

By: 
Name: PAUL J. BAULACQUA
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND AGREED
as of the date first above written:

FIRSTLIGHT FINANCIAL CORPORATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO FOODHANDLER INC. TRADEMARK SECURITY AGREEMENT]

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,

FOODHANDLER INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:


FIRSTLIGHT FINANCIAL CORPORATION,
as Agent


By: Michael McKay
Name: Michael McKay
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO FOODHANDLER INC. TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003652 FRAME: 0982

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date
FOODHANDLER	Canada	1301956 5/17/2006	
TACTIX	Canada	1273585 9/27/2005	
FOODHANDLER	European Community	3277613 7/18/2003	3277613 3/2/2005
QUICKFIT	European Community	2171726 4/10/2001	2171726 8/2/2002
TACTIX	European Community	4654951 9/27/2005	4654951 7/24/2006
BLADEBLOCKER	United States	75/418,188 1/15/1998	2,273,050 8/24/1999
BLADEBLOCKER ULTRA	United States	76/014,981 3/31/2000	2,625,922 9/24/2002
DESIGN 	United States	75/174,217 9/30/1996	2,093,207 9/2/1997
ENDURE	United States	75/305,615 6/9/1997	2,296,516 11/30/1999
FLAIRWEAR	United States	75/630,725 1/29/1999	2,444,954 4/17/2001
FOOD SAFETY AT WORK	United States	75/430,013 2/6/1998	2,306,692 1/4/2000
FOODHANDLER	United States	74/689,721 6/19/1995	2,141,694 3/10/1998
FORMFLEX	United States	78/695,814 10/3/2006	
HANDS ON PROTECTION	United States	75/174,218 9/30/1996	2,091,332 8/26/1997
JOBHANDLER	United States	75/316,058 6/27/1997	2,231,216 3/9/1999
JOBSELECT	United States	76/245,454 4/23/2001	2,629,303 10/1/2002

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date
LOBSTER TRAP	United States	73/689,926 10/16/1987	1,495,080 7/5/1988
MEDHANDLER	United States	75/518,604 7/14/1998	2,449,613 5/8/2001
ONYX	United States	75/911,567 2/7/2000	2,426,872 2/6/2001
QUICKFIT	United States	75/911,568 2/7/2000	2,660,083 12/10/2002
RACK IN THE BOX	United States	78/411,645 4/30/2004	3,261,943 7/10/2007
RU2SICK2WORK	United States	77/130,156 3/13/2007	
SAFE HANDS SAFE FOOD 	United States	76/417,347 6/6/2002	2,915,525 1/4/2005
SAFETYGRIP	United States	75/418,190 1/15/1998	2,273,051 8/24/1999
TACTIX SYNTHETIC GLOVES	United States	78/607,123 4/12/2005	3,220,663 3/20/2007
TEKNIQUE	United States	75/783,643 8/24/1999	2,594,917 7/16/2002
TEXTRA	United States	75/418,189 1/15/1998	2,258,092 6/29/1999
THE HIPSTER	United States	78/397,380 4/6/2004	3,033,066 12/20/2005