

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement with Special Power of Attorney

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magla World-Wide, Ltd.		01/11/2008	A company limited by shares: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2548161	RADIAL GRIP
Registration Number:	2489209	MEGA GRIP
Registration Number:	2434450	NYPLEX
Registration Number:	2742113	WARMTEC
Registration Number:	3317141	HIDEX
Registration Number:	2938240	UTILITY PLUS
Registration Number:	2893931	LIL' SPROUTS
Registration Number:	2856851	MEDI-SHIELD
Registration Number:	2687488	LEATHER FOR WEATHER
Registration Number:	3315759	HOMECEM
Registration Number:	2622821	FARM CHEM
Registration Number:	2622822	SUPER CHEM
Registration Number:	2657751	
Registration Number:	2528537	PEARL-LINED

CH \$865.00 2548161

Registration Number:	2532438	WET SOIL
Registration Number:	2679132	
Registration Number:	2541375	THORN SHIELD
Registration Number:	2370218	TUFF STUFF
Registration Number:	2311511	GRIP IT
Registration Number:	2311510	POWER DOTS
Registration Number:	2318717	WARM MAX
Registration Number:	1919793	FASHION FIT
Registration Number:	1436448	HAND HELPERS
Registration Number:	1363441	SKIN EEZ
Registration Number:	1176293	LOVING HANDS
Registration Number:	1157357	EXTRA HANDS
Registration Number:	2532498	HAND HELPERS
Serial Number:	77007974	HERITAGE
Serial Number:	77047637	JANI-PRO
Serial Number:	78815318	SAFETY PLUS
Serial Number:	78951127	AIRFLEX
Serial Number:	77117930	RHINO
Serial Number:	77281320	MAGIC DRY
Serial Number:	77284223	TITANIUM

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-564-8108
Email: kgibson@stradley.com
Correspondent Name: Maria J. Wing, Esquire
Address Line 1: 2600 One Commerce Square
Address Line 2: Stradley Ronon Stevens & Young, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	158430-1021
NAME OF SUBMITTER:	Maria J. Wing
Signature:	/mjw/
Date:	01/16/2008

Total Attachments: 5

TRADEMARK
REEL: 003697 FRAME: 0600

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SECURITY AGREEMENT
TRADEMARKS

WHEREAS, **MAGLA WORLD-WIDE, LTD.**, a company limited by shares formed under the laws of the Cayman Islands (herein referred to as the "**Company**"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, the Company is obligated to **THE CIT GROUP/COMMERCIAL SERVICES, INC.** (herein referred to as the "**Lender**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**Security Agreement**") in favor of the Lender;

WHEREAS, pursuant to the Security Agreement, the Company has granted to the Lender a security interest in, and mortgage on, all right, title and interest of the Company in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Security Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Security Agreement, and is intended to supplement the Security Agreement and evidence and perfect the Lender's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to the Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Company does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is 11 West 42nd Street, New York, New York 10036.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer this 11th day of January, 2008.

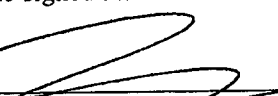
MAGLA WORLD-WIDE, LTD.

By: 
Name: Jordan M. Glatt
Title: President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this 11th day of January, 2008, before me personally came Jordan Glatt, to me known, who being duly sworn, did depose and say, that he is the President of Magla World-Wide, Ltd., the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the resolutions of company

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JILL P. MYERS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2011


Notary Public



SCHEDULE A

<u>Serial No.</u>	<u>Registration/Applicaton No.</u>	<u>Mark</u>
75892264	2548161	RADIAL GRIP
75897448	2489209	MEGA GRIP
75306035	2434450	NYPLEX
78170858	2742113	WARMTEC
78574851	3317141	HIDEX
78394849	2938240	UTILITY PLUS
78281627	2893931	LIL' SPROUTS
78170850	2856851	MEDI-SHIELD
78041856	2687488	LEATHER FOR WEATHER
77053136	3315759	HOMECHEM
75897426	2622821	FARM CHEM
75897427	2622822	SUPER CHEM
76016676	2657751	Trade Dress - Glove Design: Yellow cloth segment on back portion of glove with plurality of black stripes
76010493	2528537	PEARL-LINED
75528622	2532438	WET SOIL
76080428	2679132	Trade Dress - Glove Design: Black Dots on Yellow Fabric
75897449	2541375	THORN SHIELD
75599248	2370218	TUFF STUFF
75599249	2311511	GRIP IT
75599247	2311510	POWER DOTS
75599246	2318717	WARM MAX
74485767	1919793	FASHION FIT
73544611	1436448	HAND HELPERS
73525856	1363441	SKIN EEZ
73181057	1176293	LOVING HANDS
73232885	1157357	EXTRA HANDS
75591132	2532498	HAND HELPERS
	77/007,974	HERITAGE
	(pending application)	
	77/047,637	JANI-PRO
	(pending application)	

78/815,318
(pending application)
78/951,127
(pending application)
77/117,930
(pending application)
77/281,320
(pending application)
77/284,223
(pending application)

SAFETY PLUS

AIRFLEX

RHINO

MAGIC DRY

TITANIUM

B # 732581 v.1

TRADEMARK
REEL: 003697 FRAME: 0604

SCHEDULE B

None.

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

KNOW ALL MEN BY THESE PRESENTS, that **MAGLA WORLD-WIDE, LTD.**, a company limited by shares formed under the laws of the Cayman Islands (the "**Company**"), having an office at 159 South Street, Morristown, NJ 07962, hereby appoints and constitutes, severally, **THE CIT GROUP/COMMERCIAL SERVICES, INC.** (the "**Lender**"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Company:

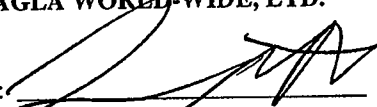
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Company in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated the date hereof, between the Company and the Lender (the "**Security Agreement**") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "**Obligations**", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by the Lender.

Dated: January 11th, 2008

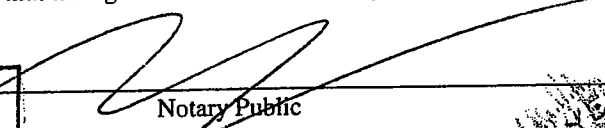
MAGLA WORLD-WIDE, LTD.

By: 
Name: Jordan M. Glatt
Title: President

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

On this 11th day of January, 2008, before me personally came Jordan Glatt, to me known, who being duly sworn, did depose and say, that he is the President of Magla World-Wide, Ltd., the company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the resolutions of company.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JILL P. MYERS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2011


Notary Public

B # 732579 v.1