

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIDI Products, LLC		03/03/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Freeport Financial LLC, as Agent		
Street Address:	500 West Madison Street, Suite 2700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1548066	P 2	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		
Signature:	/mr/		
Date:	03/13/2008		

OP \$40.00 1548066

Total Attachments: 5

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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of March 3, 2008, by TIDI PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of December 29, 2006 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on January 11, 2007 at Reel 3495, Frame 0882. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Trademark Collateral listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. "Schedule I to Trademark Security Agreement" appended to the Existing Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule A attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Loan Document.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of its formation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

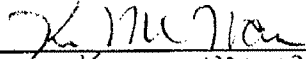
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amendment No. 1 to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TIDI PRODUCTS, LLC

By: 
Name: Kevin McNamee
Title: President + CEO

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

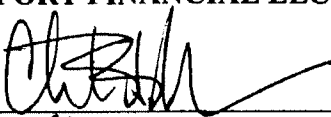
IN WITNESS WHEREOF, Grantor has caused this Amendment No. 1 to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TIDI PRODUCTS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC, as Agent

By:  _____
Name: Chad Blakeman
Title: Sr. Managing Director

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

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**SCHEDULE A
TO
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Registered Trademarks

GRANTOR	MARK	U.S. REG. NO.	REG DATE	GOODS
TIDI Products, LLC	P²	1548066	July 18, 1989	Protective safety gloves, goggles, eyewear, gowns, coveralls, jumpsuits and face masks (Int. Cl. 9) Eyewear, gloves, gowns, bibs and face masks for dental use (Int. Cl. 10)

Unregistered Trademarks

GRANTOR	MARK	GOODS
TIDI Products, LLC	PRO STAR	gloves
TIDI Products, LLC	HiRisk	gloves and protective safety gloves
TIDI Products, LLC	SafetyPlus	gloves and protective safety gloves
TIDI Products, LLC	P2	Protective safety gloves, goggles, eyewear, gowns, coveralls, jumpsuits and face masks (Int. Cl. 9) Eyewear, gloves, gowns, bibs and face masks for dental use (Int. Cl. 10) Personal Protection Cabinets (Int. Cl. 20)