

USPTO

4/2/2008 6:53:10 PM PAGE 3/080 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/01/2008
900103046

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Second Lien Security Interest at Real/Frame No. 3575/0077	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/01/2008	National Association:
RECEIVING PARTY DATA			
Name:	Cabot Safety Intermediate Corporation		
Street Address:	650 Dawson Drive		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3193658	SUPERSHEET	
Serial Number:	78830768	BARRAGE	
Serial Number:	78834016	CALIBER	
Serial Number:	77072336	COOLMAX CUP	
Serial Number:	77078357	CUSTOME-A-R	
Serial Number:	78826336	E Z FIT	
Serial Number:	77059926	E-A-R SPECIALTY COMPOSITES	
Serial Number:	77149627	E-A-R TONE	
Serial Number:	77078365	E-A-RFIT	
Serial Number:	78962600	ELAVATION	
Serial Number:	78903871	E.V.P.	
Serial Number:	77067375	EZ-INS	
Serial Number:	78878935	GROUND HOG	
Serial Number:	78906523	HEARWEAR	

OP \$790.00 3193658

700366586

TRADEMARK
REEL: 003753 FRAME: 0602

USPTO

4/2/2008 6:53:10 PM PAGE 4/080 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

Serial Number:	78942229	KINETIC
Serial Number:	78827442	NOISE NAVIGATOR
Serial Number:	78903809	ORDNANCE
Serial Number:	77048813	ORDNANCE
Serial Number:	78903827	PERIMETER
Serial Number:	78903858	PIRANHA
Serial Number:	77053114	POD PLUGS
Serial Number:	78903890	SAFEDESCENT
Serial Number:	78830758	SALVO
Serial Number:	78903884	SEAHAWK
Serial Number:	78834012	SKULL SCREWS
Serial Number:	78826320	SUPERSHEET
Serial Number:	78868668	TACTILE-FIT
Serial Number:	78832019	THOR 3D
Serial Number:	78838919	TUFSHIELD
Serial Number:	78830770	VALOR
Serial Number:	78878927	WARTHOG

CORRESPONDENCE DATA

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*Email: lpdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042525-0001
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	04/01/2008

Total Attachments: 74

source=Patents TM 2d Lien#page1.tif

source=Patents TM 2d Lien#page2.tif

source=Patents TM 2d Lien#page3.tif

source=Patents TM 2d Lien#page4.tif

source=Patents TM 2d Lien#page5.tif

source=Patents TM 2d Lien#page6.tif

TRADEMARK
REEL: 003753 FRAME: 0603

USPTO

4/2/2008 8:53:10 PM PAGE 5/080 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

source=Patents TM 2d Lien#page7.tif
source=Patents TM 2d Lien#page8.tif
source=Patents TM 2d Lien#page9.tif
source=Patents TM 2d Lien#page10.tif
source=Patents TM 2d Lien#page11.tif
source=Patents TM 2d Lien#page12.tif
source=Patents TM 2d Lien#page13.tif
source=Patents TM 2d Lien#page14.tif
source=Patents TM 2d Lien#page15.tif
source=Patents TM 2d Lien#page16.tif
source=Patents TM 2d Lien#page17.tif
source=Patents TM 2d Lien#page18.tif
source=Patents TM 2d Lien#page19.tif
source=Patents TM 2d Lien#page20.tif
source=Patents TM 2d Lien#page21.tif
source=Patents TM 2d Lien#page22.tif
source=Patents TM 2d Lien#page23.tif
source=Patents TM 2d Lien#page24.tif
source=Patents TM 2d Lien#page25.tif
source=Patents TM 2d Lien#page26.tif
source=Patents TM 2d Lien#page27.tif
source=Patents TM 2d Lien#page28.tif
source=Patents TM 2d Lien#page29.tif
source=Patents TM 2d Lien#page30.tif
source=Patents TM 2d Lien#page31.tif
source=Patents TM 2d Lien#page32.tif
source=Patents TM 2d Lien#page33.tif
source=Patents TM 2d Lien#page34.tif
source=Patents TM 2d Lien#page35.tif
source=Patents TM 2d Lien#page36.tif
source=Patents TM 2d Lien#page37.tif
source=Patents TM 2d Lien#page38.tif
source=Patents TM 2d Lien#page39.tif
source=Patents TM 2d Lien#page40.tif
source=Patents TM 2d Lien#page41.tif
source=Patents TM 2d Lien#page42.tif
source=Patents TM 2d Lien#page43.tif
source=Patents TM 2d Lien#page44.tif
source=Patents TM 2d Lien#page45.tif
source=Patents TM 2d Lien#page46.tif
source=Patents TM 2d Lien#page47.tif
source=Patents TM 2d Lien#page48.tif
source=Patents TM 2d Lien#page49.tif
source=Patents TM 2d Lien#page50.tif
source=Patents TM 2d Lien#page51.tif
source=Patents TM 2d Lien#page52.tif
source=Patents TM 2d Lien#page53.tif
source=Patents TM 2d Lien#page54.tif
source=Patents TM 2d Lien#page55.tif
source=Patents TM 2d Lien#page56.tif
source=Patents TM 2d Lien#page57.tif
source=Patents TM 2d Lien#page58.tif
source=Patents TM 2d Lien#page59.tif
source=Patents TM 2d Lien#page60.tif
source=Patents TM 2d Lien#page61.tif

TRADEMARK
REEL: 003753 FRAME: 0604

USPTO

4/2/2008 6:53:10 PM PAGE 6/080 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

source=Patents TM 2d Lien#page62.tif
source=Patents TM 2d Lien#page63.tif
source=Patents TM 2d Lien#page64.tif
source=Patents TM 2d Lien#page65.tif
source=Patents TM 2d Lien#page66.tif
source=Patents TM 2d Lien#page67.tif
source=Patents TM 2d Lien#page68.tif
source=Patents TM 2d Lien#page69.tif
source=Patents TM 2d Lien#page70.tif
source=Patents TM 2d Lien#page71.tif
source=Patents TM 2d Lien#page72.tif
source=Patents TM 2d Lien#page73.tif
source=Patents TM 2d Lien#page74.tif

USPTO

4/2/2008 6:53:10 PM PAGE 7/080 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

**TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN
PATENT AND TRADEMARK COLLATERAL**

This TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL (this "Release"), dated as of April 1, 2008, is made by BANK OF AMERICA, N.A., as Collateral Agent (the "Collateral Agent"), pursuant to the termination of the Amended and Restated Second Lien Credit Agreement, dated as of June 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among AEARO HOLDING CORP., a Delaware corporation ("Holdings"), AEARO TECHNOLOGIES INC., a Delaware corporation (the "Borrower"), BANK OF AMERICA, N.A., as administrative agent, the Collateral Agent and the other agents and lender party thereto, and all other Loan Documents (as defined in the Credit Agreement), including the Amended and Restated Second Lien Security Agreement, dated as of June 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the other loan parties party thereto, the Collateral Agent and Bank of America, N.A., as Control Agent. Defined terms used and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

W I T N E S S E T H

WHEREAS, pursuant to (i) the Grant of Second Lien Security Interest in United States Patents and Trademarks by and among Cabot Safety Intermediate Corporation and Aearo Company I (d/b/a Aearo Company) (together, the "Grantors") and the Collateral Agent, dated March 24, 2006 (the "Initial Grant") and recorded with the U.S. Patent and Trademark Office on April 10, 2006 at Reel/Frame Nos. 17435/0764 and 3285/0371 and (ii) the Grant of Second Lien Security Interest in United States Patents and Trademarks by and among the Grantors and the Collateral Agent, dated June 12, 2007 (with the Initial Grant, collectively, the "Second Lien Grants") and recorded with the U.S. Patent and Trademark Office on July 5, 2007 at Reel/Frame Nos. 019520/0065 and 003575/0077, the Grantors granted the Collateral Agent a security interest and continuing lien on all of the Grantors' right, title, and interest in, to and under the following:

a. each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto, and all reissues, reexaminations, divisions, continuations, continuations-in-part, revisions, renewals or extensions thereof,

b. each United States trademark, trademark registration, trademark application, service mark, service mark registration, and service mark application (but excluding in all cases all intent-to-use trademark applications for which a Statement of Use or an Amendment to Allege Use in connection therewith has not been filed and accepted by the United States Patent and Trademark Office) and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, trademark application, service mark, service mark registration, and service mark application, including each United States Trademark referred to on Schedule B, and any extensions and renewals of any of the foregoing,

OC938215.6

**TRADEMARK
REEL: 003753 FRAME: 0606**

USPTO

4/2/2008 6:53:10 PM PAGE 8/080 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

c. Trademark Licenses and Patent Licenses other than the Excluded Contracts,
and

d. all products and proceed of the foregoing, including any claim by the applicable Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark.

WHEREAS, the Collateral Agent acknowledges that full payment, complete performance and satisfaction of all obligations pursuant to the Second Lien Grants have been made; and

WHEREAS, each Grantor has requested that the Collateral Agent release its applicable security interest in the Intellectual Property in connection with the termination of the Credit Agreement and the Second Lien Grants;

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby automatically RELEASES, without recourse, to the Grantors all of its security interest in the Intellectual Property listed on Schedules A and B attached hereto and incorporated herein by reference and any other Intellectual Property owned by the Grantors in which security interest has been granted to the Collateral Agent (collectively, the "Released Collateral").

The Collateral Agent hereby authorizes each Grantor, the Borrower and any agent or lender party to any new credit agreement to which the Borrower or any of its affiliates is a party following the termination of the Credit Agreement and the Second Lien Grants (or, in each case, its counsel), to prepare and file any termination statements, lien releases, termination notices, discharges or any other similar notices necessary to effect the release of its security interest in the Released Collateral.

[Remainder of page intentionally left blank.]

USPTO

4/2/2008 6:53:10 PM PAGE 9/080 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: *Liliana Claar*
Authorized Signatory
Liliana Claar
Vice President

[Acero Technologies Inc - Termination and Release of Second Lien Security Interest in Patent and Trademark Collateral]

TRADEMARK
REEL: 003753 FRAME: 0608

USPTO

4/2/2008 8:53:10 PM PAGE 2/080 Fax Server

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 02, 2008

900103046

PTAS

LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE
SUITE 2000
COSTA MESA, CA 92626UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900103046

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. EACH RELEASE SHOULD HAVE IT'S OWN COVER SHEET. COPIES OF PREVIOUSLY RECORDED AGREEMENTS ARE NOT NEEDED.

KIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

650 Town Center Drive, 20th Floor
 Costa Mesa, California 92626-1925
 Tel: (714) 540-1235 Fax: (714) 755-8290
 www.lw.com

LATHAM & WATKINS LLP

FIRM / AFFILIATE OFFICES

Brussels	New York
Chicago	Northern Virginia
Frankfurt	Orange County
Hamburg	Paris
Hong Kong	San Diego
London	San Francisco
Los Angeles	Shanghai
Milan	Silicon Valley
Moscow	Singapore
Munich	Tokyo
New Jersey	Washington, D.C.

FACSIMILE TRANSMISSION
 April 3, 2008

To: USPTO
 Kimberly White, Examiner
 Assignment Services Branch
 Public Records Division

Fax: 571-273-0140

Tel:

From: Rhonda DeLeon

Re: Document ID# 900103046

Original(s) to follow via Fed Ex

Number of pages, including cover: 9

Dear Ms. White,

Per my conversation with Dorothy Riley, we are resubmitting the attached Release document for recordation.

If you have any questions or require anything further in connection with this matter, please let us know.

Best regards,

Rhonda R. DeLeon
 Senior Paralegal

The information contained in this facsimile is confidential and may also contain privileged attorney-client information or work product. The information is intended only for the use of the individual or entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received the facsimile in error, please immediately notify us by telephone, and return the original message to us at the address above via the U.S. Postal service. Thank you.

If there are any problems with this transmission, please call (714) 755-8292.

OC\946218.1

RECORDED: 04/01/2008

TRADEMARK

REEL: 003753 FRAME: 0610