TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morning Pride Manufacturing, L.L.C.		07/19/2005	Limited Liability Corporation: DELAWARE
Norcross Safety Products L.L.C.		07/19/2005	Limited Liability Corporation: DELAWARE
North Safety Products Inc.		07/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Collateral Agent: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78500403	TY-RITE
Registration Number:	1194382	WORKNIT

CH $65.00 78500403

CORRESPONDENCE DATA

Fax Number: (312)660-0424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-2000
Email: ccasey@kirkland.com, csun@kirkland.com, knunemaker@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 200 East Randolph Drive, Suite 5300
Address Line 2: c/o Chuan Sun
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37603-31
NAME OF SUBMITTER:	Chuan Sun
Signature:	/Chuan Sun/
Date:	05/12/2008

Total Attachments: 19
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Trademark Security Agreement

Trademark Security Agreement, dated as of July 19, 2005, by MORNING PRIDE MANUFACTURING L.L.C., NORCROSS SAFETY PRODUCTS L.L.C. and NORTH SAFETY PRODUCTS INC. (individually, a "Pledgor," and, collectively, the "Pledgors"), in favor of CREDIT SUISSE, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date herewith (the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule 1 attached hereto;

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

MORNING PRIDE MANUFACTURING L.L.C.

By: _____
Name: DAVID F. MYERS, JR.
Title: VP, Secretary and CFO

NORCROSS SAFETY PRODUCTS L.L.C.

By: _____
Name: DAVID F. MYERS, JR.
Title: EVP, Secretary and CFO

NORTH SAFETY PRODUCTS INC.

By: _____
Name: DAVID F. MYERS, JR.
Title: VP, Secretary and CFO

Accepted and Agreed:

CREDIT SUISSE, acting through its Cayman Islands Branch, as Administrative Agent

By: _____
Name: BILL O'DALY
Title: DIRECTOR

By: _____
Name: CASSANDRA DROOGAN
Title: ASSOCIATE

SCHEDULE I

MORNING PRIDE MANUFACTURING L.L.C.
TRADEMARKS

Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	Class/Goods and Services
MORNING PRIDE	U.S.	75/645,679 1/16/1999	2332038 3/21/2000	35, mail order catalog services featuring protective wearing apparel for firefighters and emergency medical workers
Design Mark	U.S.	75/641,566 2/16/1999	2319252 2/15/2000	9, protective wearing apparel for firefighters and for emergency medical worker
PRO HUGGER	U.S.	76/390,454 4/3/2002	2744599 7/29/2003	9, protective boots for firefighters
TAILS	U.S.	75/646,492 2/24/1999	2364156 7/4/2000	9, protective wearing apparel for firefighters and for emergency medical workers
Design Mark	U.S.	75/644,751 2/16/1999	2361777 6/27/2000	35, mail order catalog services featuring protective wearing apparel for firefighters and emergency medical workers

NORCROSS SAFETY PRODUCTS L.L.C.
TRADEMARKS

Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	Class/Goods and Services
Boot design	U.S.	76/367,051 2/4/2002	2,801,550 12/30/2003	25
CHORE	U.S.	78/423,933 5/24/2004		25. footwear
EDGEWATER	U.S.	78/418,042 5/13/2004		25. footwear
FIGHTING-WEIGHT	U.S.	75/327,098 7/18/1997	2,250,876 6/8/1999	9. protective footwear
FIRE WALKER & Design [LOGO]	U.S.	73/746,276 8/15/1988	1,539,087 5/16/1989	9. protective safety footwear
FIREMASTER	U.S.	73/129,773 6/9/1977	1,090,386 5/2/1978	25. rubber boots
FIREWALKER	U.S.	78/068,664 6/12/2001	2,547,454 3/12/2002	9. protective safety footwear. protective boots for firefighters
HI/T SERVUS	U.S.	75/327,223 7/18/1997	2,227,460 3/2/1999	9. protective footwear
IRON DUKE	U.S.	73/753,083 9/20/1988	1,615,783 10/2/1990	25. clothing, namely, industrial non- protective boots made of rubber, fabric, synthetic plastics and/or combinations of such materials
LADYBUG [LOGO]	U.S.	78/424,605 5/25/2004		25. footwear
LAWN LOAFER	U.S.	78/032,758 10/27/2000	2,757,413 8/26/2003	25. footwear
LITE 'N GRIT	U.S.	78/103,866 1/21/2002	2,643,055 10/29/2002	25. footwear
LITE&TUF	U.S.	73/682,819 9/8/1987	1,523,568 2/7/1989	25. clothing, namely footwear made of rubber fabric, synthetic plastic and/or combinations of such materials
MORNING PRIDE	U.S.	73/796,323 4/27/1989	1,573,088 12/26/1989	9. protective Wearing apparel for firefighters. namely: jackets, trousers, gloves, boots, and helmets
MUCK	U.S.	75/445,818 3/6/1998	2,284,071 10/5/1999	25. water-proof footwear

Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	Class/Goods and Services
MUCK SHOE	U.S.	78/114,964 3/14/2002		25. water-proof footwear
NORTHERNER	U.S.	74/336,505 12/3/1992	1,782,789 7/20/1993	25. footwear
NORTHERNER & Design	U.S.	71/686,231 4/25/1955	0,621,314 2/21/1956	25
NORTHERNER and Design	U.S.		2881679 9/7/2004	25
PRO WARRINGTON	U.S.	78/159,512 8/30/2002	2,729,337 6/24/2003	9. protective boots for firefighters
RANGER [LOGO]	U.S.	74/460,683 11/19/1993	2,290,756 11/9/1999	9. water resistant safety footwear, namely, rubber safety boots, full metatarsal guard boots, flexible metatarsal guard boots, and over-the-foot dielectric
RANGER	U.S.	78/061,526 5/2/2001	2,814,910 2/17/2004	25. boots, hip boots, waders, boots for firefighters, pack boots, fishing waders suspenders, water belts, boot liners
RANGER	U.S.	78/061,522 5/2/2001	2,816,977 2/24/2004	9
RANGER & Design	U.S.	741460,683 11/19/1993	2,290,756 11/9/1999	9
RANGER & Design	U.S.	781101,232 1/7/2002	2,808,471 1/27/2004	25
RANGER COMBAT LB	U.S.	75/277,467 4/18/1997	2,194,325 10/6/1998	25. boots for firefighters
RANGER FOR MEN OF ACTION HEAVY DUTY SHOES & Design [LOGO]	U.S.	71/523,524 6/4/1947	0,441,116 10/19/1948	25. men's leather work shoes with leather or rubber heels
RANGER THE OUTDOOR TRADITION & Design	U.S.	78/101,450 1/8/2002	2,816,992 2/24/2004	25
SERVUS	U.S.	78/044,007 1/19/2001	2,502,218 10/30/2001	9. protective footwear
SERVUS	U.S.	72/214,546 3/19/1965	0,800,748 12/21/1965	25. footwear, particularly footwear made of rubber, fabric, synthetic plastics and/or combinations of such materials

Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	Class/Goods and Services
SERVUS	U.S.	78/043,531 1/17/2001	2,602,949 7/30/2002	25
SERVUS (Stylized)	U.S.	78/043,581 1/17/2001	2,633,339 10/8/2002	25
SERVUS (Stylized)	U.S.	78/101,230 1/7/2002	2,666,620 12/24/2002	9
SERVUS PRO	U.S.	75/331,722 7/18/1997	2,190,794 9/22/1998	9
SERVUS SETS THE STANDARD	U.S.	73/682,895 9/8/1987	1,489,450 5/24/1988	25. clothing, namely footwear made of rubber, fabric, synthetic plastics and/or combinations of such materials
SERVUS XTP	U.S.	75/327,095 7/18/1997	2,225,255 2/23/1999	9. protective footwear
Shoe Design	U.S.	76/367,052 2/4/2002	2,801,551 12/30/2003	25
STORM CHIEF	U.S.	75/327,097 7/18/1997	2,185,822 9/1/1998	25. boots
STORM MASTER	U.S.	76/129,087 9/18/2000	2,919,245 1/18/2005	25. waterproof outerwear, namely ponchos, jackets, pants, headwear, overalls
STORM MASTER	U.S.	72/270,481 5/2167	0,858,978 10/22/1968	25
SUPER SANDAL	U.S.	78/418,057 5/13/2004		25. footwear
TACK CLASSIC	U.S.	78/418,052 5/13/2003		25. footwear
TDT	U.S.	78/508,346 10/29/2004		9. protective footwear
TDT TRIPLE DENSITY TECHNOLOGY	U.S.	75/332,764 7/30/97	2,409,015 11/28/2000	9. protective footwear
THE DAILY	U.S.	78/418,055 5/13/2004		25. footwear
THE ORIGINAL MUCK BOOT COMPANY USA & Design [LOGO]	U.S.	75/445,819 3/6/98	2,284,072 10/5/1999	25
TOTAL FIRE GROUP	U.S.	75/644,953 2/22/99	2,449,806 5/8/2001	35. wholesale distributorships and retail distributorships featuring fire safety products consisting of protective footwear and protective

Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	Class/Goods and Services
				clothing
TOTAL FIRE GROUP ADVANCED PERSONAL PROTECTION	U.S.	75/644,642 2/22/99	2,456,011 5/29/2001	Class 35
TRIPLE DENSITY TECHNOLOGY	U.S.	75/328,988 7/18/97	2,202,389 11/3/1998	9, protective footwear
XTRATUF	U.S.	73/608,977 7/11/86	1,429,384 2/17/1987	25, clothing, namely footware made of rubber, fabric, synthetic plastics due 2/17/2007 and/or combinations of such materials
CIKANA	U.S.	78/385,210 3/16/2004		25
WOODY ARMOR	U.S.	78/625,251 5/9/2005		25
ORIGINAL MUCK BOOT	U.S.	78/114,951 3/14/2002		25
ARCTIC SPORT	U.S.	78/505,799 10/26/2004		25, footwear
MUCK BOOT	U.S.	78/114,959 3/14/2002		25, water-proof footwear
BRIT RIDER	U.S.	78/418,038 5/13/2004		25, footwear

NORTH SAFETY PRODUCTS INC.
TRADEMARKS

Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	Ipss/Goods and Services
201	U.S.		1270519 3/20/1984	Class 5
212	U.S.		1262148 12/27/1983	Class 3
214	U.S.		1316458 1/29/1985	Class
222	U.S.		1357491 9/3/1985	Class 3
AIR-AIDER	U.S		809342 5/31/1966	Class 10
AVENGER	U.S.		1343986 6/25/1985	Class 9
CFR-1	U.S.		2,858,437 6/29/2004	Classes 9, 10
CHEM SOFT	U.S.		2636449 10/15/2002	Class 9
CHEMSOFT CE	U.S.		2303885 12/21/1999	Class 9
CLEAN GRIP	U.S.		1427276 2/3/1987	Class 9
COLD-A-REST	U.S.		1269504 3/13/1974	Class 5
COM-FIT	U.S.		845539 3/5/1968	Class 10
COUGH-A-REST	U.S.		1313017 1/8/1985	Class 5
DECIDAMP	U.S.		977405 1/22/1974	Class 10
DECIDAMP	U.S.		1626926 12/11/1990	Class 10
DECIGUARD AB	U.S.		2253078 6/15/1999	Class 9
DOG SHIELD	U.S.		800862 12/28/1985	Class 5
DR. GLOVE'S	U.S.		2589434 7/2/2002	Class 16
ESLIFE	U.S.		2343598	Class 9

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Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	lass/Goods and Services
			4/18/2000	
EZ GUIDE	U.S.		2498721 9/11/2001	Class 9
FEM-A-REST	U.S.		1208480 2/28/1984	Class 5
GRIP N	U.S.		1117173 5/1/1979	Class 9
GUN MUFFLER	U.S.		1480113 2/24/1987	Class 10
HP	U.S.		1363074 10/1/1985	Class 9
HUSHER -AB	U.S		2344604 3/28/2000	Class 9
I-PRO-TAB	U.S.		1655981 3/28/2000	Class 5
I-PRO-TAB	U.S.		1655981 9/10/1991	Class 5
LIFELINER	U.S.		2399487 10/31/2000	Class 9
MEDALIST	U.S.		1416433 11/11/1986	Class 8
N	U.S.		1142315 12/9/1980	Class 9
N	U.S.		1324256 3/12/1985	Class 9
N	U.S.		1595017 5/8/1990	Class 9
NITRI-KOTE	U.S.		2388681 9/19/2000	Class 9
NORFOIL	U.S.		1475932 2/9/1988	Class 17
NORTH	U.S.		1369714 11/12/1985	Classes 3,5 and 10
NORTH	U.S.		1345793 7/2/1985	Class 9
NORTH POLAR	U.S.		2266917 8/3/1999	Class 9
NORTON 180	U.S.		1215617 11/9/1982	Class 9
OFFSET	U.S.		1665633	Class 5

Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	Class/Goods and Services
			11/26/2001	
PAIN-A-REST	U.S		1271249 3/20/1984	Class 5
PERIM-ALERT	U.S.		853563 7/30/1968	Class 9
REAL TIME ESLI	U.S.	76/301,522 8/20/2001		Class 40
SAF-T-CLIMB	U.S.		784251 2/2/1965	Class 6
SALCO	U.S.		1347101 7/9/1985	Class 3
SALCOR	U.S.		1368480 11/5/1985	Class 1
SALISBURY	U.S.		1417113 11/18/1996	Classes 3, 4, 7, 8, 9, 17, 22 and 25
SALISBURY	U.S.		1363732 10/1/1985	Class 37
SALISBURY QUALITY SINCE 1855	U.S.		1415495 11/4/1986	Classes 3, 4, 7, 8, 9, 17, 22 and 25
SALSIBURY QUALITY SINCE 1855	U.S.		1368163 10/29/1985	Class 37
SALVAR	U.S.		1364475 10/8/1985	Class 17
SILENT BAND-IT	U.S.		1955035 12/18/1996	Class 10
SILENT PARTNER	U.S.		1012617 6/3/1975	Class 10
SILVER SHIELD	U.S.		1430046 2/24/1987	Class 9
SILVER SHIELD	U.S.		1430045 2/24/1987	Class 9
SNAP BUTTON	U.S.		779239 10/27/1964	Class 17
SOFT-SEAL-AB	U.S.		2550532 3/19/2002	Class 9
SONIC EAR VALVS	U.S.		1385120 2/4/1986	Class 10
SONIC EAR VALVS	U.S.		1007822 4/1/1975	Class 10
SONIC D	U.S.		1134531	Class 10

Trademark	Country	Serial No. /Filing Date	Reg. No./ Registered	lass/Goods and Services
			5/6/1980	
SOUND-OFF	U.S.		1501645 9/24/1985	Class 10
SUN SENSE	U.S.		1146997 2/17/1981	Class 3
SUPER SALCOR	U.S.		1363929 10/8/1985	Class 1
TUFFGARD	U.S.		867582 4/1/1969	Class 9
TY-RITE	U.S.	78/500,403 10/15/2005		Class 9
X-PLUG	U.S.	78/293,336		Class 9
WORKNIT	U.S.		1194382 4/27/1982	Class 25
SUPER CLOG	U.S.		78/418,061 5/13/04	25, footwear
WOODY MAX	U.S.		781418,050 5/13/04	25, footwear

SCHEDULE I

Trademark	Serial No.	Reg. No.
MORNING PRIDE		2332038
Design Mark		2319252
PRO HUGGER		2744599
TAILS		2364156
Design Mark		2361777
Boot design		2,801,550
CHORE	78/423,933	
EDGEWATER	78/418,042	
FIGHTING-WEIGHT		2,250,876
FIRE WALKER & Design [LOGO]		1,539,087
FIREMASTER		1,090,386
FIREWALKER		2,547,454
HZT SERVUS		2,227,460
IRON DUKE		1,615,783
LADYBUG [LOGO]	78/424,605	
LAWN LOAFER		2,757,413
LITE 'N GRIT		2,643,055
LITE&TUF		1,523,568

MORNING PRIDE		1,573,088
MUCK		2,284,071
MUCK SHOE	78/114,964	
NORTHERNER		1,782,789
NORTHERNER & Design		0,621.814
NORTHERNER and Design		2881679
PRO WARRINGTON		2,729,337
RANGER [LOGO]		2,290,756
RANGER		2,814,910
RANGER		2,816,977
RANGER & Design		2,290,756
RANGER & Design		2,808,471
RANGER COMBAT LB		2,194,325
RANGER FOR MEN OF ACTION HEAVY DUTY SHOES & Design [LOGO]		0,441.116
RANGER THE OUTDOOR TRADITION & Design		2,816,992
SERVUS		2,502,218
SERVUS		0.800,748
SERVUS		2,602,949
SERVUS (Stylized)		2.633,339
SERVUS (Stylized)		2,666.620

SERVUS PRO		2,190,794
SERVUS SETS THE STANDARD		1,489,450
SERVUS XTP		2,225,255
Shoe Design		2,801,551
STORM CHIEF		2,185,822
STORM MASTER		2,919,245
STORM MASTER		0,858,978
SUPER SANDAL	781418,057	
TACK CLASSIC	78/418,052	
TDT	78/508,346	
TDT TRIPLE DENSITY TECHNOLOGY		2,409,015
THE DAILY	78/418,055	
THE ORIGINAL MUCK BOOT COMPANY USA & Design [LOGO]		2,284,072
TOTAL FIRE GROUP		2,449,806
TOTAL FIRE GROUP ADVANCED PERSONAL PROTECTION		2,456,011
TRIPLE DENSITY TECHNOLOGY		2,202,389
XTRATUF		1,429,384
CIKANA	78/385,210	
WOODY ARMOR	78/625,251	

ORIGINAL MUCK BOOT	78/114,951	
ARCTIC SPORT	78/505,799	
MUCK BOOT	78/114,959	
BRIT RIDER	78/418,038	
201		1270519
212		1262148
214		1316458
222		1357491
AIR-AIDER		809342
AVENGER		1343986
CFR-1		2,858,437
CHEM SOFT		2636449
CHEMSOFT CE		2303885
CLEAN GRIP		1427276
COLD-A-REST		1269594
COM-FIT		845539
COUGH-A-REST		1313017
DECIDAMP		977405
DECIDAMP		1626926
DECIGUARD AB		2253078
DOG SHIELD		800862
DR. GLOVE'S		2589434
ESLIFE		2343598
EZ GUIDE		2488721
FEM-A-REST		1268480
GRIP N		1117173
GUN MUFFLER		1430118
HP		1363074

HUSHER +AB		2334604
I-PRO-TAB		1655981
I-PRO-TAB		1655981
LIFELINER		2399487
MEDALIST		1416433
N		1142315
N		1324256
N		1595017
NITRI-KOTE		2388681
NORFOIL		1475932
NORTH		1369714
NORTH		1345793
NORTH POLAR		2266917
NORTON 180		1215617
OFFSET		1665633
PAIN-A-REST		1271249
PERIM-ALERT		853563
REAL TIME ESLI	76/301,522	
SAF-T-CLIMB		784251
SALCO		1347101
SALCOR		1368480
SALISBURY		1417113
SALISBURY		1363732
SALISBURY QUALITY SINCE 1855		1415495
SALSIBURY QUALITY SINCE 1855		1368163
SALVAR		1364475
SILENT BAND-IT		1055035
SILENT PARTNER		1012617
SILVER SHIELD		1430046
SILVER SHIELD		1430045

SNAP BUTTON		779239
SOFT-SEAL+AB		2550532
SONIC EAR VALVS		1385120
SONIC EAR VALVS		1007822
SONIC II		1134531
SOUND-OFF		1361645
SUN SENSE		1146997
SUPER SALCOR		1363929
TUFFGARD		867582
TY-RITE	78/500,403	
X-PLUG	78/283,336	
WORKNIT		1194382
SUPER CLOG		78/418,061
WOODY MAX		781418,050