

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
Liberty Safe and Security Products, Inc.		03/31/2010	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Compass Group Diversified Holdings LLC
Street Address:	61 Wilton Road, Second Floor
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3649952	AMBASSADOR
Registration Number:	3295968	CENTURION
Registration Number:	1560463	CENTURION
Registration Number:	3189278	COLONIAL
Registration Number:	2341259	COLONIAL SAFE
Registration Number:	3309175	FRANKLIN
Registration Number:	2251255	FREEDOM SAFE
Registration Number:	3550252	FREEDOM SECURITY
Registration Number:	3550251	FREEDOM SECURITY BY LIBERTY
Registration Number:	2648543	LIBERTY SAFE
Registration Number:	1945279	LIBERTY SAFES
Registration Number:	1944913	LIBERTY SAFES
Registration Number:	3309176	LINCOLN
Registration Number:	3591034	NATIONAL SECURITY

TRADEMARK

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REEL: 004648 FRAME: 0297

CH \$640.00 3649952

Registration Number:	1505558	NATIONAL SECURITY SAFE CO.
Registration Number:	3309177	PRESIDENTIAL
Registration Number:	3688260	SPORTSMAN
Registration Number:	2902396	TIMBER RIDGE
Registration Number:	3309174	WASHINGTON
Serial Number:	77441466	CLASSIC
Serial Number:	77546035	COOL POCKET
Serial Number:	77646823	FATBOY
Serial Number:	77646921	FATBOYJR.
Serial Number:	77441451	PREMIER
Serial Number:	77547953	TITANIUM

CORRESPONDENCE DATA

Fax Number: (513)361-1201
Phone: 513.361.1200
Email: trademark@ssd.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Corey W. Duersch
Address Line 1: Squire, Sanders & Dempsey (US) LLP
Address Line 2: 221 E. Fourth St., Suite 2900
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	052292.00107
NAME OF SUBMITTER:	Corey W. Duersch
Signature:	/Corey W. Duersch/
Date:	10/25/2011

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of March 31, 2010, by Liberty Safe and Security Products, Inc., a Utah corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, Liberty Safe and Security Products, Inc., as borrower ("Borrower"), and Gable 5, Inc., as co-borrower ("Co-Borrower"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Borrower, Co-Borrower, Liberty Safe Holding Corporation, and those other parties thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("UPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the UPTO shall: (i) complete accurately, and include as part of such filing, the UPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN TESTIMONY WHEREOF, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTOR:

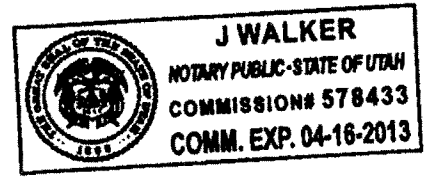
LIBERTY SAFE AND SECURITY PRODUCTS, INC.

By: [Signature]
Name: Kim Waddoups
Title: CEO

STATE OF Utah)
) SS
COUNTY OF Utah)

On this 30 day of March, 2010, there appeared before me Kim Waddoups, personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Liberty Safe and Security Products, Inc.

My Commission Expires: 4/16/2013 [Signature]
Notary Public



[Signatures continue on the following page]

SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	Status	App/Reg No.	App/Reg. Date
AMBASSADOR	U.S.	Registered	3649952	07/07/09
CENTURION	U.S.	Registered	3295968	09/25/07
CENTURION	U.S.	Registered	1560463	10/17/89
CLASSIC	U.S.	Pending	77441466	04/07/08
COLONIAL	U.S.	Registered	3189278	12/26/06
COLONIAL SAFE	U.S.	Registered	2341259	04/11/00
COOL POCKET	U.S.	Pending	77546035	08/13/08
FATBOY	U.S.	Pending	77646823	01/09/09
FATBOY JR.	U.S.	Pending	77646921	01/09/09
FRANKLIN	U.S.	Registered	3309175	10/09/07
FREEDOM SAFE	U.S.	Registered	2251255	06/08/99
FREEDOM SECURITY	U.S.	Registered	3550252	12/23/08
FREEDOM SECURITY BY LIBERTY	U.S.	Registered	3550251	12/23/08
LIBERTY SAFE	U.S.	Registered	2648543	11/12/02
LIBERTY SAFES & DESIGN	U.S.	Registered	1945279	01/02/96
LIBERTY SAFES	U.S.	Registered	1944913	01/02/96
LINCOLN	U.S.	Registered	3309176	10/09/07
NATIONAL SECURITY	U.S.	Registered	3591034	03/17/09
NATIONAL SECURITY SAFE CO. (Stylized)	U.S.	Registered	1505558	09/27/88
PREMIER	U.S.	Pending	77441451	04/07/08
PRESIDENTIAL	U.S.	Registered	3309177	10/09/07
SPORTSMAN	U.S.	Registered	3688260	09/29/09

Mark	Jurisdiction	Status	App/Reg No.	App/Reg. Date
TIMBER RIDGE	U.S.	Registered	2902396	11/09/04
TITANIUM	U.S.	Pending	77547953	08/15/08
WASHINGTON	U.S.	Registered	3309174	10/09/07

SCHEDULE B

PATENTS

Title	Jurisdiction	Status	App. No.	Filing Date	Patent No.	Issue Date
Adjustable Door Bolt Jamb for Safes	U.S.	Issued	10/371,584	2/21/2003	6,843,184	1/18/2005
Door Locking Mechanism for Safes	U.S.	Issued	08/803,410	2/20/1997	5,778,708	7/14/1998
Proportional Torque Shaft Clutch Assembly	U.S.	Pending	61/296,020	01/18/2010		
Self-Balancing Locking Mechanism for Doors	U.S.	Pending	61/295,926	01/18/2010		