

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty Safe and Security Products, Inc.		10/25/2011	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: 3			
Property Type	Number	Word Mark	
Serial Number:	85431734	CLEARVIEW SAFE LIGHT	
Serial Number:	85411636	PROVAULT	
Serial Number:	85089673	MONSTER MECH	
CORRESPONDENCE DATA			
Fax Number:	(513)361-1201		
Phone:	513.361.1200		
Email:	trademark@ssd.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		

CH \$90.00 85431734

900205587

**TRADEMARK
 REEL: 004648 FRAME: 0737**

NAME OF SUBMITTER:	Corey W. Duersch
Signature:	/Corey W. Duersch/
Date:	10/26/2011
Total Attachments: 14 source=First Amendment to IP Security Agreement (Liberty Safe and Security Products, Inc.)#page1.tif source=First Amendment to IP Security Agreement (Liberty Safe and Security Products, Inc.)#page2.tif source=First Amendment to IP Security Agreement (Liberty Safe and Security Products, Inc.)#page3.tif source=First Amendment to IP Security Agreement (Liberty Safe and Security Products, Inc.)#page4.tif source=First Amendment to IP Security Agreement (Liberty Safe and Security Products, Inc.)#page5.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page1.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page2.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page3.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page4.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page5.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page6.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page7.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page8.tif source=IP Security Agreement (Liberty Safe and Security Products, Inc.) (2010)#page9.tif	

**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into as of October 25, 2011, 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").

This Amendment amends that certain Intellectual Property Security Agreement, dated as of March 31, 2010, between Grantor and Secured Party (the "Original Security Agreement"; as amended by this Amendment, the "Security Agreement").

Grantor and Secured Party desire to amend the Original Security Agreement to reflect a grant of security interest in additional Collateral owned by Grantor.

NOW, THEREFORE, 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 Amendment, including its preamble and recitals, have the meanings provided or provided by reference in the Original Security Agreement.

Section 2. Amendments.

(a) Schedule A of the Original Security Agreement is hereby amended to include, without limitation, the additional Trademarks listed on Schedule A attached hereto.

(b) Schedule B of the Original Security Agreement is hereby amended to include, without limitation, the additional Patents listed on Schedule B attached hereto.


Section 3. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations or agreements contained in the Original Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Section 4. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:
**LIBERTY SAFE AND SECURITY PRODUCTS,
INC.**

By: 
Name: ALAN T. OFFENBERGS
Title: VICE PRESIDENT & SECRETARY

SECURED PARTY:
**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**

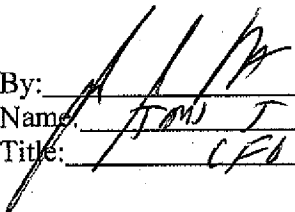
By: _____
Name: _____
Title: _____

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

GRANTOR:
**LIBERTY SAFE AND SECURITY PRODUCTS,
INC.**

By: _____
Name: _____
Title: _____

SECURED PARTY:
**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**

By:  _____
Name: TOM J BUTR
Title: CEO

SCHEDULE A

TRADEMARKS

MARK	STATUS	SERIAL NUMBER	REGISTRATION NUMBER	DATE
CLEARVIEW SAFE LIGHT	Pending (intent-to-use)	85431734	None	09/26/11
PROVAULT	Pending (intent-to-use)	85411636	None	08/31/11
MONSTER MECH	Pending (intent-to-use)	85089673	None	07/21/10

SCHEDULE B

PATENTS

PATENT	NUMBER	DATE
Safe with low-voltage power system	10895263 (application)	7/19/04
Self-balanced locking mechanism for doors	12749114 (application)	3/29/10
Proportional torque shaft clutch assembly	12749120 (application)	3/29/10
Reconfigurable interior structure for safes and the like	6042207	3/28/00
Safe handle	D354836	1/24/95

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:

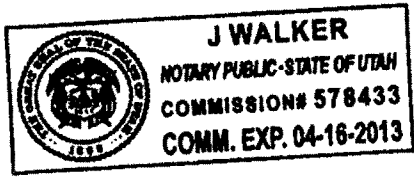
LIBERTY SAFE AND SECURITY PRODUCTS, INC.

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]

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:

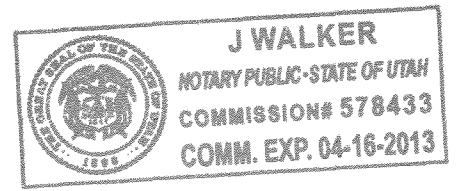
**LIBERTY SAFE AND SECURITY PRODUCTS,
INC.**

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

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]

[Signature Page to Intellectual Property Security Agreement (Grantor)]

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		