

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASHI Holding Company		08/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1203969		
Registration Number:	4032856	FIRST SAFETY INSTITUTE	
Registration Number:	1713566	MEDIC FIRST AID	
Registration Number:	3735511	MEDIC HEALTH & SAFETY	
Registration Number:	3735510	MEDIC HEALTH & SAFETY	
Registration Number:	3710366	PUSH HERE	
Registration Number:	3476318	WE MAKE LEARNING TO SAVE LIVES EASY	
Registration Number:	4079007	24-7 EMS	
Registration Number:	3890925	24-7 FIRE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		

CH \$240.00 1203969

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 214338-75

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 08/06/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 6th day of August, 2012 by ASHI HOLDING COMPANY, a Delaware corporation ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

W I T N E S S E T H

WHEREAS, American Safety and Health Institute, Inc., a Delaware corporation ("**ASHI**"), Medic First Aid International, Inc., an Oregon corporation ("**Medic**"; ASHI and Medic, collectively, the "**Borrowers**"), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the "**Loans**").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of

the business connected with the use of, and symbolized by, each such Trademark;
and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

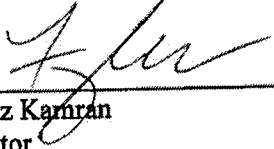
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Page Follows]

Agreed and Accepted
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC, as
Agent**






By: 
Name: Faraaz Kamran
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 004836 FRAME: 0368

SCHEDULE A

Trademark Registrations and Applications

Trademark	Application or Registration No.	Filing Date	Registration Date	Country
	1,203,969	1/22/1979	8/3/1982	USA
FIRST SAFETY INSTITUTE	4,032,856	2/26/2010	9/27/2011	USA
MEDIC FIRST AID	1,713,566	7/23/1991	9/8/1992	USA
MEDIC HEALTH & SAFETY	3,735,511	8/21/2003	1/12/2010	USA
	3,735,510	8/21/2003	1/12/2010	USA
PUSH HERE	3,710,366	12/30/2008	11/10/2009	USA
WE MAKE LEARNING TO SAVE LIVES EASY	3,476,318	12/26/2007	7/29/2008	USA
24-7 EMS	4,079,007	10/26/2010	1/3/2012	USA
24-7 FIRE	3,890,925	7/21/2009	12/14/2010	USA
	510181	12/3/1996	3/29/1999	Canada
	509572	12/3/1996	3/18/1999	Canada
	505367	12/3/1996	12/10/1998	Canada
EMP CANADA	505420	12/3/1996	12/11/1998	Canada
MEDIC FIRST AID	511011	12/3/1996	4/16/1999	Canada