

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
DETCO INC.		11/29/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
Street Address:	8 Canada Square
Internal Address:	Level 27
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HQ
Entity Type:	Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3952800	WIRELESSCORDLESS
Registration Number:	3960055	SMARTWIRELESS

CORRESPONDENCE DATA

Fax Number: 4152687522
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (415) 268-7000
 Email: ksamia@mof.com
 Correspondent Name: Lynn M. Humphreys
 Address Line 1: 425 Market Street
 Address Line 2: Morrison & Foerster LLP
 Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	56737-15
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/LMH/
Date:	12/11/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 29, 2013 (this "Agreement"), is made by DETCON INC., a Texas corporation (the "Grantor"), with an address of 4055 Technology Forest Blvd., Suite 100, The Woodlands, TX 77381, in favor of HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as the Security Agent (together with its successor(s) thereto in such capacity, the "Security Agent") for each of the Secured Parties, with an address of 8 Canada Square, Level 27, London E14 5HQ, United Kingdom.

WITNESSETH:

WHEREAS, pursuant to a Facilities Agreement, originally dated October 17, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Facilities Agreement"), among Industrial Safety Technologies, LLC, as the Parent, the companies listed therein as Original Borrowers and Original Guarantors, the financial institutions listed therein as Original Lenders and Original Hedge Counterparties, HSBC Bank PLC, Intermediate Capital Managers Limited and MCG Capital Corporation, in their capacities as mandated lead arrangers, HSBC Bank PLC, in its capacity as agent for the Lenders, and the Security Agent, the Lenders have extended Commitments to make credit extensions to the Borrowers;

WHEREAS, in connection with the Facilities Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of October 17, 2012 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), which was also signed by the Security Agent's predecessor in interest, HSBC Bank PLC;

WHEREAS, pursuant to the Facilities Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfer to the Security Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Security Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of

the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark office or in any office or agency of the United States of America or any state thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b);

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Facilities Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Security Agent will, at the Grantor's

sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Security Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonable request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 6. Finance Document. This Agreement is a Finance Document executed pursuant to the Facilities Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

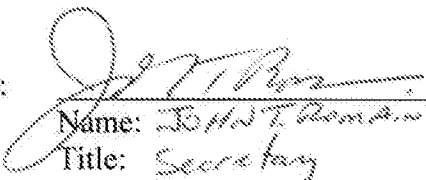
SECTION 7. Counterparts. This agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an Authorized Officer as of the date first above written.

DETCO INC.

By: 
Name: *J. T. Roman*
Title: *Secretary*

HSBC CORPORATE TRUSTEE COMPANY
(UK) LIMITED,
as Security Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an Authorized Officer as of the date first above written.

DETCON INC.

By: _____
Name:
Title:

HSBC CORPORATE TRUSTEE COMPANY
(UK) LIMITED,
as Security Agent

By: _____
Name: Ryan O'Rourke
Title: Authorised Signatory

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>
USA	WIRELESSCORDLESS	3952800	4/26/2011	85003310
USA	SMARTWIRELESS	3960055	5/10/2011	85003386