TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECOND LIEN TRADEMARK SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IEM, INC.		09/30/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	OCM FIE, LLC, AS ADMINISTRATIVE AGENT
Street Address:	1301 AVENUE OF THE AMERICAS
Internal Address:	C/O OAKTREE MEZZANINE FUND III, LP
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4221766	ERGORACK
Registration Number:	4221770	ALURACK
Registration Number:	4221732	ALUBARS

OP $90.00 4221766

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049018-0036
NAME OF SUBMITTER:	KRISTIN J AZCONA

Signature:	/KJA/
Date:	10/15/2013

Total Attachments: 7
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF SEPTEMBER 30, 2013 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE ***"INTERCREDITOR AGREEMENT"****), AMONG BNP PARIBAS, AS FIRST LIEN ADMINISTRATIVE AGENT, AND OCM FIE, LLC, AS SECOND LIEN ADMINISTRATIVE AGENT, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.*

GRANT OF SECOND LIEN TRADEMARK SECURITY INTEREST

WHEREAS, ROM ACQUISITION CORPORATION, a Delaware corporation, **FIRE RESEARCH CORP.**, a New York corporation, **IEM, INC.**, a Minnesota corporation, and **SPECIALTY MANUFACTURING, INC.**, a Delaware corporation (collectively, the "**Grantors**", and each, a "**Grantor**"), owns and uses in their respective business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Safe Fleet Acquisition Corp., a Delaware corporation("Company") has entered into a Note Purchase Agreement, dated as of September 30, 2013 (said Note Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Note Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Note Agreement from time to time, the **"Lenders"**) and OCM FIE, LLC, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Note Agreement, to purchase Term Notes from Company; and

WHEREAS, each Grantor has executed and delivered that certain Second Lien Subsidiary Guaranty dated as of September 30, 2013 (said Second Lien Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Guaranty"**) in favor of Secured Party for the benefit of Lenders, pursuant to which each Grantor has guarantied the prompt payment and performance when due of all obligations of Company under the Note Agreement and the other Loan Documents; and

WHEREAS, pursuant to the terms of a Second Lien Security Agreement dated as of September 30, 2013 (said Second Lien Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Company, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured

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Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, each Grantor has caused this Grant of Second Lien Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of September, 2013.

ROM ACQUISITION CORPORATION

By: _____
Name: Mike Plunkett
Title: Secretary

FIRE RESEARCH CORP.

By: _____
Name: Mike Plunkett
Title: Secretary

IEM, INC.

By: _____
Name: Mike Plunkett
Title: Secretary

SPECIALTY MANUFACTURING, INC.

By: _____
Name: Joe Uebbing
Title: President, CEO

IN WITNESS WHEREOF, each Grantor has caused this Grant of Second Lien Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of September, 2013.

ROM ACQUISITION CORPORATION

By: _____
Name: Mike Plunkett
Title: Secretary

FIRE RESEARCH CORP.

By: _____
Name: Mike Plunkett
Title: Secretary

IEM, INC.

By: _____
Name: Mike Plunkett
Title: Secretary

SPECIALTY MANUFACTURING, INC.

By: _____
Name: Joe Uebbing
Title: President, CEO

OCM FIE, LLC,
as Senior Creditor

By: _____
Name: William Sucher
Title: Authorized Signatory

By: _____
Name: William Cagerson
Title: Authorized Signatory

(Grant of Second Lien Trademark Security Interest)

Schedule A

TRADEMARKS

	Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
1.	SENTINEL	85626493	15-MAY-2012	Pending	Pending	ROM Acquisition Corporation
2.	ERGORACK	85560412	05-MAR-2012	4221766	09-OCT-2012	IEM, Inc.
3.	ALURACK	85560502	05-MAR-2012	4221770	09-OCT-2012	IEM, Inc.
4.	ALUBARS	85559938	05-MAR-2012	4221732	09-OCT-2012	IEM, Inc.
5.	THE SAFETY AUTHORITY	85059867	10-JUN-2010	4400469	10-SEP-2013	ROM Acquisition Corporation
6.	SPECFLOR	77683167	04-MAR-2009	3691861	06-OCT-2009	Specialty Manufacturing, Inc.
7.	COLLINS DYNAMICS	76676108	27-APR-2007	3350756	11-DEC-2007	ROM Acquisition Corporation
8.	MAGNAFIRE	76676040	26-APR-2007	3447326	17-JUN-2008	ROM Acquisition Corporation
9.	KWIK-STRIKE	76676042	26-APR-2007	3447328	17-JUN-2008	ROM Acquisition Corporation
10.	JACKSTRAP	78801353	27-JAN-2006	3210837	20-FEB-2007	Fire Research Corp.
11.	FRC	78281442	31-JUL-2003	2966295	12-JUL-2005	Fire Research Corp.
12.	BROW MOUNT	76528664	02-JUL-2003	2902121	09-NOV-2004	ROM Acquisition Corporation
13.	FOCUS	76499340	17-MAR-2003	3006876	18-OCT-2005	Fire Research Corp.
14.	MOTORIZED SAFETY VENT	76326906	18-OCT-2001	2682809	04-FEB-2003	Specialty Manufacturing, Inc.

	Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
15.	MSV	76326921	18-OCT-2001	2851346	08-JUN-2004	Specialty Manufacturing, Inc.
16.	TRANSPEC WORLDWIDE	75445474	04-MAR-1998	2255315	22-JUN-1999	Specialty Manufacturing, Inc.
17.	LIFESIGHT	75178293	07-OCT-1996	2101506	30-SEP-1997	Fire Research Corp.
18.	SUREFOOT ROADWARRIOR	75080909	29-MAR-1996	2090082	19-AUG-1997	ROM Acquisition Corporation
19.	TRIPLE VALUE SAFETY VENT	73612270	31-JUL-1986	1439896	19-MAY-1987	Specialty Manufacturing, Inc.
20.	DUAL PURPOSE SAFETY VENT	73612407	31-JUL-1986	1452047	11-AUG-1987	Specialty Manufacturing, Inc.
21.	SAFETY VENT	73609949	17-JUL-1986	1452045	11-AUG-1987	Specialty Manufacturing, Inc.
22.	KWIK-RAZE	73292701	12-JAN-1981	1213183	19-OCT-1982	ROM Acquisition Corporation