

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
GLOBAL SAFETY LABS, INC.		11/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MICHAEL L. THIELE
Street Address:	11607 VERSAILLES LAKE LANE
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77082
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	ELAINE THIELE
Street Address:	11607 VERSAILLES LAKE LANE
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77082
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	THE W. KENT DUNBAR 1994 TRUST DATED NOVEMBER 2, 1994
Street Address:	4018 SOUTH YORKTOWN PLACE
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74105
Entity Type:	TRUST: UNITED STATES
Composed Of:	<ul style="list-style-type: none"> W. KENT DUNBAR, UNITED STATES, INDIVIDUAL

Name:	THE LARRY J. BUMP TRUST DATED 4/24/91
Street Address:	3442 SOUTH ATLANTA
City:	TULSA
State/Country:	OKLAHOMA

OP \$90.00 3947535

Postal Code:	74105
Entity Type:	TRUST: UNITED STATES
Composed Of:	<ul style="list-style-type: none"> LARRY J. BUMP, UNITED STATES, INDIVIDUAL

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3947535	FIREBANE
Serial Number:	85901779	FIREBANE
Registration Number:	3711702	ARCTIC FIRE-FREEZE

CORRESPONDENCE DATA

Fax Number: 4055532855
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 4055532810
 Email: jdeligans@hallestill.com
 Correspondent Name: Julianna P. Deligans
 Address Line 1: 100 North Broadway
 Address Line 2: Suite 2900
 Address Line 4: Oklahoma City, OKLAHOMA 73102

ATTORNEY DOCKET NUMBER:	411677.00700
NAME OF SUBMITTER:	Julianna P. Deligans
Signature:	/juliannapdeligans/
Date:	11/01/2013

Total Attachments: 9
 source=Fourth Amendment to Security Agreement#page1.tif
 source=Fourth Amendment to Security Agreement#page2.tif
 source=Fourth Amendment to Security Agreement#page3.tif
 source=Fourth Amendment to Security Agreement#page4.tif
 source=Fourth Amendment to Security Agreement#page5.tif
 source=Fourth Amendment to Security Agreement#page6.tif
 source=Fourth Amendment to Security Agreement#page7.tif
 source=Fourth Amendment to Security Agreement#page8.tif
 source=Fourth Amendment to Security Agreement#page9.tif

FOURTH AMENDMENT TO SECURITY AGREEMENT

THIS FOURTH AMENDMENT TO SECURITY AGREEMENT ("Amendment") dated as of November 1, 2013, is by and among GLOBAL SAFETY LABS, INC., a Delaware corporation ("Debtor"), MICHAEL L. THIELE and ELAINE THIELE, THE W. KENT DUNBAR 1994 TRUST DATED NOVEMBER 2, 1994 and THE LARRY J. BUMP TRUST DATED 4/24/91 (collectively, the "Secured Parties").

RECITALS:

A. Debtor and Secured Parties are parties to that certain Security Agreement dated as of December 14, 2010, as amended by First Amendment to Security Agreement dated as of June 30, 2011, Second Amendment to Security Agreement dated December 20, 2011 and Third Amendment to Security Agreement dated as of January 30, 2013 (as amended, the "Security Agreement").

B. Debtor and Secured Parties desire to further amend the Security Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

1. Recitals. The recitals set forth hereinabove are hereby incorporated herein by this reference with the same force and effect as if fully hereinafter set forth.

2. Amendments.

(a) The Security Agreement is hereby amended by deleting Section 2 in its entirety and replacing it with the following:

"2. Definitions. The terms as used herein shall be construed and controlled by the following definitions, and except as the context may otherwise require or as may be otherwise provided herein, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular." Capitalized terms used in the definition of Collateral but not defined herein shall have the meanings given to such terms in the UCC.

(a) Collateral. "Collateral" shall mean and include the following property: (i) all Accounts, (ii) all As-Extracted Collateral, (iii) all cash and currency, (iv) all Chattel Paper, (v) all Deposit Accounts, (vi) all Documents, (vii) all Equipment, (viii) all Fixtures, (ix) all General Intangibles, (x) all Instruments, (xi) all Inventory, (xii) all Investment Property, (xiii) all Letter-of-Credit Rights, (xiv) all Patents, including the right to sue for past, present and future infringement of the foregoing, including the intellectual

property described under “Patents” as set forth on Exhibit A attached hereto, (xv) all Patent Licenses, (xvi) all Software, (xvii) all Supporting Obligations, (xviii) all Trademarks, including the right to sue for past, present and future infringement of the foregoing, including the intellectual property described under “Trademarks” as set forth on Exhibit A attached hereto, of Debtor now existing or hereafter arising, and (xix) all proceeds and products of the foregoing property, including accounts receivable, or other property, rights or claims received upon the disposition of, collection upon, release or cancellation of, or otherwise on account of said property or any part thereof. No Secured Party shall have priority or a superior security interest over any other Secured Party with respect to the Collateral.

(b) Event of Default. “Event of Default” shall have the meaning set forth in Section 6.

(c) Obligations. “Obligations” shall mean and include all indebtedness and obligations of Debtor to Secured Parties under the Notes and this Agreement. The “Obligations” of Debtor to each Secured Party shall be several in proportions to the amount of indebtedness outstanding from time to time with respect to each Secured Party.

(d) Patent License. “Patent License” shall mean any agreement, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent.

(e) Patents. “Patents” shall mean (i) all letters patent of the United States or any other country and all reissues and extensions thereof, and (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof.

(f) Trademark License. “Trademark License” shall mean any agreement, written or oral, providing for the grant by or to Debtor of any right to use any Trademark.

(g) Trademarks. “Trademarks” shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and

Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

(h) UCC. “UCC” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Oklahoma; provided, however, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection or priority of the security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Oklahoma, “UCC” shall also mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection, or priority of such security interest.”

(b) The Security Agreement is hereby amended by deleting in its entirety the Exhibit A attached thereto and replacing it with the Exhibit A attached to this Amendment.

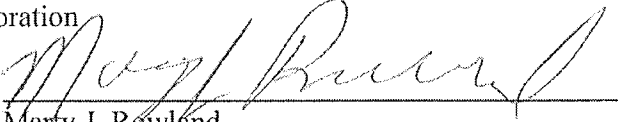
3. Effect of Amendment. Except as specifically amended hereby, the Security Agreement shall continue in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

DEBTOR:

GLOBAL SAFETY LABS, INC., a Delaware corporation

By: 
Marty J. Rowland
President and Chief Executive Officer

SECURED PARTIES:

Michael L. Thiele

Elaine Thiele

THE W. KENT DUNBAR 1994 TRUST DATED
NOVEMBER 2, 1994

By: _____
W. Kent Dunbar
Trustee

THE LARRY J. BUMP TRUST DATED 4/24/91

By: _____
Larry J. Bump
Trustee


IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

DEBTOR:

GLOBAL SAFETY LABS, INC., a Delaware corporation

By: _____
Marty J. Rowland
President and Chief Executive Officer

SECURED PARTIES:



Michael L. Thiele



Elaine Thiele

THE W. KENT DUNBAR 1994 TRUST DATED
NOVEMBER 2, 1994

By: _____
W. Kent Dunbar
Trustee

THE LARRY J. BUMP TRUST DATED 4/24/91

By: _____
Larry J. Bump
Trustee

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

DEBTOR:

GLOBAL SAFETY LABS, INC., a Delaware corporation

By: _____
Marty J. Rowland
President and Chief Executive Officer

SECURED PARTIES:

Michael L. Thiele

Elaine Thiele

THE W. KENT DUNBAR 1994 TRUST DATED
NOVEMBER 2, 1994

By: _____
W. Kent Dunbar
Trustee

THE LARRY J. BUMP TRUST DATED 4/24/91

By: _____
Larry J. Bump
Trustee

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

DEBTOR:

GLOBAL SAFETY LABS, INC., a Delaware corporation

By: _____
Marty J. Rowland
President and Chief Executive Officer

SECURED PARTIES:

Michael L. Thiele

Elaine Thiele

THE W. KENT DUNBAR 1994 TRUST DATED NOVEMBER 2, 1994

By: _____
W. Kent Dunbar
Trustee

THE LARRY J. BUMP TRUST DATED 4/24/91

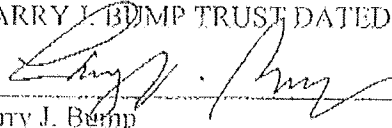
By:  _____
Larry J. Bump
Trustee

EXHIBIT A

Intellectual Property Collateral

PATENTS

(1) U.S. Patent No. 6,378,617, entitled "APPARATUS AND METHOD FOR OFF-ROAD VEHICLE FIRE PROTECTION AND FIRE SUPPRESSION", issued on April 30, 2002.

(2) U.S. Patent No. 6,612,373, entitled "APPARATUS AND METHOD FOR OFF-ROAD VEHICLE FIRE PROTECTION AND FIRE SUPPRESSION", issued on September 2, 2003.

(3) U.S. Patent No. 8,257,607 entitled "FLOUROCARBON-FREE ENVIRONMENTALLY FRIENDLY, NATURAL PRODUCT-BASED, AND SAFE FIRE EXTINGUISHING AGENT", issued on September 4, 2012.

(4) U.S. Patent Application No. 12/868,427, entitled "AN ON BOARD SYSTEM FOR EXTINGUISHING VEHICLE FIRES", filed on August 25, 2010, which claims the benefit of U.S. Provisional Application No. 61/237,252, filed on August 26, 2009.

(5) U.S. Patent Application No. 13/424,074, entitled "FIRE PROTECTION PRE-COATING AGENT", filed on March 19, 2012, which claims the benefit of U.S. Provisional Application No. 61/454,343, filed on March 18, 2011.

(6) U.S. Patent Application No. 13/602,230, entitled "ENVIRONMENTALLY FRIENDLY, NATURAL PRODUCT-BASED, AND SAFE FIRE EXTINGUISHING AGENT", filed on September 3, 2012, continuation of Patent Application No. 13/015,266 (Patent No. 8,257,607) which claims the benefit of U.S. Non-Provisional Application 12,417,385, filed on April 2, 2009, which claims the benefit of U.S. Non-Provisional Application 12/148,225, filed on April 17, 2008, which claims the benefit of U.S. Provisional Application 60/923,821 filed on April 17, 2007.

(7) U.S. Patent Application No. 61/680,699, entitled "MISTING, FLOODING, AND PRE-COATING SYSTEMS FOR FIRE SUPPRESSION", filed on August 7, 2012.

(8) U.S. Patent Application No. 61/792,789, entitled "FIRE SUPPRESSION DISPENSING AND DIRECTING MEANS", filed on March 15, 2013.

(9) PCI International Application No. PCT/US13/54016, entitled "MISTING, FLOODING, AND PRE-COATING SYSTEM FOR FIRE SUPPRESSION," filed on August 7, 2013.

TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLICATION / REGISTRATION NO. (if applicable)</u>
United States	FIREBANE (words only)	Registration No. 3,947,535
United States	FIREBANE (words only)	Application No. 85/901,779
United States	ARCTIC FIRE-FREEZE (words only)	Registration No. 3,711,702
Australia	FIREBANE (words only)	Application No. 1544338
European Union	FIREBANE (words only)	Community Trade Mark Registration No. 011733599