

05-06-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Fire King International, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Kentucky [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies): Name: Transamerica Business Capital Internal Corporaton, As Agent Address: Suite 720 Street Address: 8750 W. Bryn Mawr City: Chicago State: IL Zip: 60631 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: 04/24/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached Schedule 1 B. Trademark Registration No.(s) See attached Schedule 1 Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michelle Matthes Internal Address: Latham & Watkins Suite 5800 Street Address: 233 South Wacker Dr. City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 21 7. Total fee (37 CFR 3.41): \$540.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Michelle K. Matthes Name of Person Signing Signature Date May 3, 2002

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/07/2002 BTOW11 00000076 1377878

01 FC:481 40.00 OP 02 FC:482 500.00 OP

TRADEMARK REEL: 002498 FRAME: 0575

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

UNITED STATES MARKS

OWNER	TRADEMARK	REGISTRATION DATE AND NO.
Fire King International, Inc.	A Safe Place In An Unsafe World	01/14/86 1,377,878
Fire King International, Inc.	Bolt-O-Matic Dor-Gard	06/28/60 700,111
Fire King International, Inc.	Cash Vault	11/21/2000 2,407,452
Fire King International, Inc.	Durasafe	11/13/84 1,304,699
Fire King International, Inc.	Duravault	10/23/84 1,301,215
Fire King International, Inc.	Fire Fyter	02/23/65 787,116
Fire King International, Inc.	Fire King (Stylized)	03/20/56 623,477
Fire King International, Inc.	Fire King	10/20/81 1,173,902
Fire King International, Inc.	Gibraltar	03/07/89 1,527,772
Fire King International, Inc.	Hercules	08/21/56 633,178
Fire King International, Inc.	Hercules (Dist Typeface)	05/02/44 406,850
Fire King International, Inc.	Media Vault	9/19/00 2,388,560
Fire King International, Inc.	Meilink	04/04/44 406,464
Fire King International, Inc.	Sherlock	10/17/95 1,927,973
Fire King International, Inc.	Sherlock-The Smartest Safe Lock In The Business	10/10/95 1,925,235
Fire King International, Inc.	Silverado	3/31/98 2,147,322
Fire King International, Inc.	Turtle	06/19/90 1,601,883
Fire King International, Inc.	Vault (Stylized)	08/03/54 593,417

Sched. I -1

TRADEMARK APPLICATIONS

Mark	Application Number	Date
Fire King (Design)	S.N. 76/373601	
Fireking 25	S.N. 76/373600	
Fire King Mediavault	S.N. 76/314573	

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
	N/A	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2002, by FIRE KING INTERNATIONAL, INC., a Kentucky corporation ("Grantor"), in favor of TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and among Grantor, the Persons named therein as other Borrowers, Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIRE KING INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

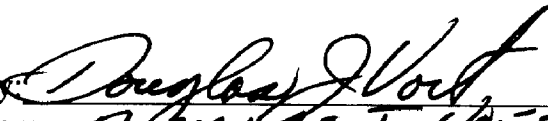
ACCEPTED AND ACKNOWLEDGED BY:

TRANSAMERICA BUSINESS CAPITAL CORPORATION

By: Michael W. Kempel
Name: Michael W. Kempel
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIRE KING INTERNATIONAL, INC.

By: 
Name: DOUGLAS J. VORT
Title: SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

TRANSAMERICA BUSINESS CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

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