

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
Justrite Manufacturing Company, L.L.C.		12/15/2004	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78252963	SAFESITE
Serial Number:	76470710	CREW COLORS
Registration Number:	2795916	UNO
Registration Number:	2787443	CHEMCOR
Registration Number:	2787440	SAFE-SQUEEZE
Registration Number:	2738236	SURE GRIP
Registration Number:	2694824	IDAC
Registration Number:	2743451	CENTURA LABORATORY PRODUCTS
Registration Number:	2519951	GUARD MASTER
Registration Number:	2450235	SMOKER'S CEASEFIRE
Registration Number:	2480693	GATOR
Registration Number:	2458103	SPECTRUM
Registration Number:	1538964	CEASE-FIRE
Registration Number:	1327985	JUSTRITE

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Registration Number:	1313460	JUSTRITE
Registration Number:	1336262	"PIGGY-BACK"
Registration Number:	0416940	JUSTRITE
Registration Number:	1511510	HAZ STOR

CORRESPONDENCE DATA

Fax Number: (212)556-2222

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212827-4393

Email: jwilliams@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 2: 34th Floor

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	JW/J PARK 8661 9631 9070
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NAME OF SUBMITTER:	JWilliams / Jennifer Park 9631-9070
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2004, by JUSTRITE MANUFACTURING COMPANY, L.L.C., a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Justrite Manufacturing Acquisition Company, a Delaware corporation (and from and after consummation of the Merger (as defined therein) Grantor), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit 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");

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 Annex A thereto to the Credit 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.

JUSTRITE MANUFACTURING COMPANY, L.L.C.

By: 
Name: Anne E. Hayes
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: Its Duly Authorized Signatory

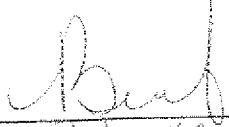
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JUSTRITE MANUFACTURING COMPANY, L.L.C.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By:  _____
Name: Bette Kanor
Title: Its Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 002991 FRAME: 0981

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 15th day of December, 2004 before me personally appeared Arnold F. Hayes proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Justrite Manufacturing Company, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Juanita E. Joyner
Notary Public

{seal}

JUANITA E. JOYNER
Notary Public, State of New York
No. 01JO5022648
Qualified in Kings County
Commission Expires Jan. 18, 2006

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

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

See attached.

**U.S. Registered Trademarks And Trademark Applications
Justrite Manufacturing Company, L.L.C. ("Justrite")**

	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner
1	SAFESITE	78/252963	05/22/03	----	----	Pending	Justrite
2	CREW COLORS	76/470710	11/27/02	----	----	Pending	Justrite
3	UNO	76/445371	08/30/02	2795916	12/16/03	Registered	Justrite
4	CHEMCOR	76/448661	09/11/02	2787443	11/25/03	Registered	Justrite
5	SAFE-SQUEEZE	76/445372	08/30/02	2787440	11/25/03	Registered	Justrite
6	SURE GRIP	76/295221	08/07/01	2738236	07/15/03	Registered	Justrite
7	IDAC	76/276389	06/25/01	2694824	03/11/03	Registered	Justrite
8	CENTURA LABORATORY PRODUCTS	76/231849	03/29/01	2743451	07/29/03	Registered	Justrite
9	GUARD MASTER	76/219648	03/06/01	2519951	12/18/01	Registered	Justrite
10	SMOKER'S CEASEFIRE	75/871946	12/16/99	2450235	05/08/01	Registered	Justrite
11	GATOR	75/786151	08/26/99	2480693	08/21/01	Registered	Justrite
12	SPECTRUM	75/661499	03/16/99	2458103	06/05/01	Registered	Justrite
13	CEASE-FIRE	73/563558	10/17/85	1538964	05/16/89	Registered	Justrite
14	JUSTRITE	73/462041	01/23/84	1327985	04/02/85	Registered	Justrite
15	JUSTRITE	73/461372	01/18/84	1313460	01/08/85	Registered	Justrite
16	"PIGGY-BACK"	73/452215	11/10/83	1336262	05/21/85	Registered	Justrite
17	JUSTRITE	71/459341	03/25/43	0416940	10/09/45	Registered	Justrite
18	HAZ STOR	73/727024	05/09/88	1511510	11/08/88	Registered	Justrite

**Foreign Registered Trademarks And Trademark Applications
Justrite Manufacturing Company, L.L.C.**

	Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Owner / Assignee
1	Flame Design Symbol	Australia	A503423	01/23/89	A503423	12/17/91	Registered	Justrite
2	Flame Design Symbol	Australia	A503424	01/23/89	A503424	12/17/91	Registered	Justrite
3	JUSTRITE	Austria	277084	02/22/85	108347	06/20/85	Registered	Justrite
4	JUSTRITE	Benelux	663605	02/09/84	396094	07/01/84	Registered	Justrite
5	JUSTRITE	Brazil			818447907		Registered	
6	JUSTRITE	Canada	0527250	08/10/84	305242	07/26/85	Registered	Justrite
7	MED-STOR	Canada	0703942	05/01/92	424627	03/04/94	Registered	Justrite
8	JUSTRITE	Denmark	1988 3085 VA	05/04/88	1990 6818 VR	10/19/90	Registered	Justrite
9	JUSTRITE	Finland	N/198403610	06/12/84	94608	12/20/85	Registered	Justrite
10	JUSTRITE	France	INPI 669140	06/29/83	1239739	12/09/83	Registered	Justrite
11	JUSTRITE	Germany	J1936320W2	08/07/1984	1,074,739	03/12/1985	Registered	Justrite
12	JUSTRITE	Indonesia	215719	7/12/1986	215719	3/02/1987	Registered	Justrite
13	JUSTRITE	Italy	3537484	08/20/84	461134	01/19/87	Registered	Justrite
14	JUSTRITE	Japan	S59-092275	08/24/84	2028480	03/30/88	Registered	Justrite
15	JUSTRITE	Japan	S61-109800	10/17/86	2118212	03/27/89	Registered	Justrite
16	JUSTRITE	Japan	S61-109802	10/17/86	2108263	01/23/89	Registered	Justrite
17	JUSTRITE	Malaysia			84/03686	10/9/1984	Registered	
18	JUSTRITE	Mexico			240054	02/08/1980	Registered	
19	JUSTRITE	Norway	19842772	08/09/84	127797	02/05/87	Registered	Justrite
20	JUSTRITE	Portugal	227652		227652	6/26/1990	Registered	Justrite
21	JUSTRITE	S. Africa			1984/07315	08/16/1984	Registered	
22	JUSTRITE	S. Africa			1984/07315	08/16/1984	Registered	
23	JUSTRITE	S. Korea	86-14254	7/30/1986	147433	11/18/1987	Registered	Justrite
24	JUSTRITE	S. Korea	86-14255	7/30/1986	146693	12/31/1997	Registered	Justrite
25	JUSTRITE	Sweden	197501820	04/24/75	152719	09/12/75	Registered	Justrite
26	JUSTRITE	Switzerland	N/A	06/07/84	P-333674	06/07/84	Registered	Justrite
27	JUSTRITE	Taiwan	73/41729		276558	03/16/1985	Registered	Justrite
28	JUSTRITE	Thailand	315184	08/20/1986	49741	8/20/1986	Registered	Justrite
29	JUSTRITE	Thailand	315185	08/20/1986	49742	8/20/1986	Registered	Justrite
30	JUSTRITE	Thailand	315186	08/20/1986	49743	8/20/1986	Registered	Justrite