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06/20/2005  
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Form PTO-1594 (Rev. 03/05)

OMB Collection 0681-0027 (exp. 8/30/2006)

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Jackson Products, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guide/line)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance (Execution Date(s) :**

Execution Date(s) June 1, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: U.S. Bank National Association

Internal

Address:

Street Address: 80 Livingston Avenue

City: St. Paul

State: Minnesota

Country: USA

Zip: 55107

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship USA

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark Registration No.(s)

See attached Schedule 1

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Nicole M. Pappa

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford

State: CT

Zip: 06037

Phone Number: (860) 240-2834

Fax Number: (860) 240-2618

Email Address: nicole.pappa@bingham.com

**6. Total number of applications and registrations involved:**

72

**7. Total fee (37 CFR 2.5(b)(5) & 3.41) \$ 1,815**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 8928

Expiration Date 10/07

b. Deposit Account Number

Authorized User Name

**9. Signature:**

Nicole Pappa  
Signature

08/17/2005

Date

Nicole M. Pappa

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **18**

Documents to be recorded (including cover sheet) should be filed to (703) 305-8996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22303-1480

**CONTINUATION OF RECORDATION FORM COVER SHEET**

**1. Name of conveying party(ies):**

**Silenco/Safety Direct, Inc.**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State Nevada
- Other \_\_\_\_\_

Citizenship (See Guidelines) \_\_\_\_\_

Additional name(s) of conveying part(ies) attached?  Yes  No

**2. Name of conveying party(ies):**

**American Allsafe Company**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State Delaware
- Other \_\_\_\_\_

Citizenship (See Guidelines) \_\_\_\_\_

Additional name(s) of conveying part(ies) attached?  Yes  No

CTDOC8:1589075.1

3. Name of conveying party(ies):

TMT-Pathway, L.L.C.

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State Delaware
- Other \_\_\_\_\_

Citizenship (See Guidelines) \_\_\_\_\_

Additional name(s) of conveying part(ies) attached?  Yes  No

4. Name of conveying party(ies):

Flex-O-Lite, Inc.

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - State Delaware
- Other \_\_\_\_\_

Citizenship (See Guidelines) \_\_\_\_\_

Additional name(s) of conveying part(ies) attached?  Yes  No

CTDOC9:1832075.1

**SCHEDULE 1****FLEX-O-LITE, INC. TRADEMARK APPLICATIONS**

<b>Application No.</b>
76/561,011

**JACKSON PRODUCTS, INC.  
TRADEMARK REGISTRATIONS**

<b>Registration No.</b>
2137215
2170216
2180634
2180621
992383
2394300
2483107
2108453
855024
2636330
858564
864229
2717895
2759827
701791
1715292
945131
1764228

**SILENCIO/SAFETY DIRECT, INC.  
TRADEMARK REGISTRATIONS**

<b>Registration No.</b>
829754
509235
1161003

**AMERICAN ALLSAFE COMPANY TRADEMARK REGISTRATIONS**

<b>Registration No.</b>
1346413
809115
1456262
1480527
2583766
1499297
1500244
361232
1514377
1516301
884609
691975
1584478
900219
1704719
1721675
1214966
1219827
1749304
1749308
1230946
1774139
1786625
1252775
403819
1253674
1774129

**FLEX-O-LITE, INC.  
TRADEMARK REGISTRATIONS**

<b>Registration No.</b>
766281
2417722
2463617
2468585
2469333
857709
2637256
2746880
905957
905959
1646696
2854650
2837095
2837096
2826184

**EMT-PATHWAY, L.L.C.  
TRADEMARK REGISTRATIONS**

<b>Registration No.</b>
2287920
2368870
2038597
2628832
1508744
1565503
1711016
1700076

## SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2005 (this "**Second Amendment**"), by and among Jackson Products, Inc., a Delaware corporation (together with its successors and permitted assigns, the "**Parent**"), Silencio/Safety Direct, Inc., a Nevada corporation (together with its successors and permitted assigns, "**Silencio**"), American Allsafe Company, a Delaware corporation (together with its successors and permitted assigns, "**Allsafe**"), TMT-Pathway, L.L.C., a Delaware limited liability company (together with its successors and permitted assigns, "**TMT**"), and Flex-O-Lite, Inc., a Delaware corporation (together with its successors and permitted assigns, "**Flex**" and, together with the Parent, Silencio, Allsafe and TMT, and together with their respective successors and assigns, including, without limitation, a receiver, trustee or debtor-in-possession on behalf of such person or on behalf of such successor or assign, the "**Grantors**"), in favor of U.S. Bank National Association, as collateral agent (in such capacity, together with any successor in such capacity, the "**Term C Agent**"), for the Holders of the Notes issued pursuant to the Note Purchase Agreement (as defined below).

### WITNESSETH:

WHEREAS, the Grantors and Term C Agent are parties to that certain Trademark Security Agreement dated as of February 11, 2004 (as amended pursuant to a First Amendment to Trademark Security Agreement dated August 27, 2004, the "**Trademark Security Agreement**"), pursuant to which Grantors granted to Term C Agent, on behalf of the Holders, a lien on and security interest in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Grantors, the Holders and the Term C Agent are parties to a Note Purchase agreement dated as of February 11, 2004 (as amended by the First Amendment to Note Purchase Agreement, Waiver and Consent dated as of July 30, 2004 and a Joinder Agreement, Waiver and Second Amendment to Note Purchase Agreement and as further amended from time to time, the "**Note Purchase Agreement**");

WHEREAS, concurrently herewith Grantors, Jackson Safety, LLC, Olympic Optical Company, LLC, the Holders and the Term C Agent are entering into a Joinder Agreement, Waiver and Third Amendment to Note Purchase Agreement ("**Amendment and Agreement**"); and

WHEREAS, pursuant to the Amendment and Agreement, Grantors are required to execute and deliver to the Holders, this Second Amendment to amend Schedule I to the Trademark Security Agreement as set forth on Schedule I hereto.

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, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. **AMENDMENT TO TRADEMARK SECURITY AGREEMENT.** Schedule I to the Trademark Security Agreement is hereby amended and restated in its entirety to read as set forth on the attached Schedule I.

3. **EFFECT OF FIRST AMENDMENT.** The Trademark Security Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The security interest, including the priority thereof, originally secured by the Trademark Security Agreement shall not be impaired or otherwise affected in an adverse manner by this Second Amendment.

4. **REPRESENTATIONS.** Each Grantor represents and warrants to the Holders, that the Trademark Security Agreement, as amended hereby, constitutes a valid, binding and enforceable obligation of each Grantor.

5. **ENTIRE AGREEMENT.** This Second Amendment and the Trademark Security Agreement, as amended by this Second Amendment, constitute the entire agreement and understanding between the parties to this Second Amendment and supersede any and all prior agreements and understandings relating to the subject matter of this Second Amendment.

6. **COUNTERPARTS.** This Second Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. **GOVERNING LAW. THIS SECOND AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK.**


*[Remainder of page intentionally left blank; signature page follows]*





ACCEPTED AND ACKNOWLEDGED BY:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Term C Agent

By:   
Name: Richard Prokosch  
Title: Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**JACKSON PRODUCTS, INC.**  
**TRADEMARK REGISTRATIONS**

Company	Country	Trademark	Registration No.	Registration Date
Jackson Products, Inc.	US	JACKSON & Design	2137215	02/17/1998
Jackson Products, Inc.	TW	JACKSON	640677	04/16/1994
Jackson Products, Inc.	US	NOMADS	2170216	06/30/1998
Jackson Products, Inc.	CA	JACKSON & Design	TMA200339	07/05/1974
Jackson Products, Inc.	TW	JACKSON	649193	07/16/1994
Jackson Products, Inc.	TW	JACKSON	649543	07/16/1994
Jackson Products, Inc.	US	MORSAFE	2180634	08/11/1998
Jackson Products, Inc.	US	SHADOW	2180621	08/11/1998
Jackson Products, Inc.	US	JACKSON	992383	09/03/1974
Jackson Products, Inc.	US	PRIZM	2394300	10/10/2000
Jackson Products, Inc.	US	APCP	2483107	08/28/2001
Jackson Products, Inc.	US	SOLEX	2108453	10/28/1997
Jackson Products, Inc.	US	JACKSON QUALITY PRODUCTS J	855024	08/20/1968
Jackson Products, Inc.	US	HEADTURNERS	2636330	10/15/2002
Jackson Products, Inc.	US	UNIGOGGLE	858564	10/15/1968
Jackson Products, Inc.	US	SNUGSIDE	864229	01/28/1969
Jackson Products, Inc.	US	ALLSAFE SAFETY EYEWEAR	2717895	05/20/2003
Jackson Products, Inc.	US	NEXGEN	2759827	09/02/2003
Jackson Products, Inc.	FR	JACKSON & Design	1,575,878	02/16/1990
Jackson Products, Inc.	DE	JACKSON & Design	1,169,912	12/20/1990
Jackson Products, Inc.	IT	JACKSON & Design	MI2000C004000 (was 583529 before renewal)	12/9/92
Jackson Products, Inc.	US	CURV-O-MARK and Design	701791	07/26/1960
Jackson Products, Inc.	US	EQC	1715292	09/15/1992
Jackson Products, Inc.	US	QUIK-TRIK	945131	10/17/1972
Jackson Products, Inc.	US	WRAP-A-ROUND	1764228	04/13/1993
Jackson Products, Inc.	JP	JACKSON & Design	2545908	06/30/?
Jackson Products, Inc.	CA	JACKSON	TMA540703	02/02/2001
Jackson Products, Inc.	ID	JACKSON	552503	11/21/2003

**SILENCIO/SAFETY DIRECT, INC.  
TRADEMARK REGISTRATIONS**

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Silencio/Safety Direct, Inc.	US	EZE-SCORER	829754	06/06/1967
Silencio/Safety Direct, Inc.	US	RIG	509235	05/03/1949
Silencio/Safety Direct, Inc.	US	RIG-RAG (Stylized)	1161003	07/14/1981

### AMERICAN ALLSAFE COMPANY TRADEMARK REGISTRATIONS

Company	Country	Trademark	Registration No.	Registration Date
American Allsafe Company	BX	LAMBA	547409	12/01/1994
American Allsafe Company	GR	LAMBA	118264	09/17/1996
American Allsafe Company	HU	LAMBA	141,850	01/10/1997
American Allsafe Company	PL	LAMBA	90924	07/03/1996
American Allsafe Company	ES	LAMBA	1.914.541	02/03/1995
American Allsafe Company	AU	LAMBA DESIGN	647049	03/07/1996
American Allsafe Company	US	AMERICAN ALLSAFE CO.	1346413	07/02/1985
American Allsafe Company	US	BARGARD	809115	05/31/1966
American Allsafe Company	US	ULTRA-LIGHT	1456262	09/08/1987
American Allsafe Company	AU	LAMBA	551563	02/07/1994
American Allsafe Company	US	FACE SAVER	1480527	03/15/1988
American Allsafe Company	NO	LAMBA	189.478	04/23/1998
American Allsafe Company	JP	LAMBA	4146889	05/22/1998
American Allsafe Company	US	CUDASPREE	2583766	06/18/2002
American Allsafe Company	GB	LAMBA	1471307	07/17/1992
American Allsafe Company	GB	LAMBA DESIGN	1471306	12/18/1992
American Allsafe Company	US	BIG WINDOW	1499297	08/09/1988
American Allsafe Company	US	WELDING HELMET DESIGN	1500244	08/16/1988
American Allsafe Company	US	DRYBROW (Stylized)	361232	10/11/1938
American Allsafe Company	US	BIG WINDOW DESIGN	1514377	11/29/1988
American Allsafe Company	US	MED-K	1516301	12/13/1988
American Allsafe Company	US	ADEN	884609	01/20/1970
American Allsafe Company	US	QUICK-WEDGE	691975	01/26/1960
American Allsafe Company	US	MONOGOGGLE	1584478	02/27/1990
American Allsafe Company	US	FOGGARD	900219	10/06/1970
American Allsafe Company	CA	LAMBA DESIGN	TMA452,890	01/19/1996
American Allsafe Company	MX	LAMBA	441,349	09/07/1993
American Allsafe Company	CA	LAMBA	TMA457814	05/24/1996
American Allsafe Company	IE	LAMBA	164537	03/22/1996
American Allsafe Company	IE	LAMBA DESIGN	164538	07/04/1994
American Allsafe Company	IT	LAMBA	615315	03/02/1994
American Allsafe Company	CA	BARGARD	TMA149818	03/23/1967
American Allsafe Company	DE	LAMBA	2 047 653	10/21/1993
American Allsafe Company	DE	LAMBA DESIGN	2 053 900	01/11/1994
American Allsafe Company	US	INSLIDER	1704719	08/04/1992
American Allsafe Company	FR	LAMBA	92435 995	10/02/1992
American Allsafe Company	FR	LAMBA	92435 993	10/02/1992
American Allsafe Company	US	AMERICAN ALLSAFE COMPANY	1721675	10/06/1992
American Allsafe Company	US	ALLSAFE	1214966	11/02/1982
American Allsafe Company	US	LAMBA	1219827	12/14/1982
American Allsafe Company	US	AUTO VIEW	1749304	01/26/1993
American Allsafe Company	US	AUTO VIEW & Design	1749308	01/26/1993

American Allsafe Company	US	ARCHER WITH SHIELD DESIGN	1230946	03/15/1983
American Allsafe Company	CA	ALLSAFE	TMA 156332	04/11/1968
American Allsafe Company	US	INSLIDER and Design	1774139	06/01/1993
American Allsafe Company	US	AMERICAN ALLSAFE CO. & Design	1786625	08/10/1993
American Allsafe Company	US	HUNTSMAN & Design	1252775	10/04/1983
American Allsafe Company	US	MONOGOGGLE (Stylized)	403819	10/19/1943
American Allsafe Company	CA	MONOGOGGLE	TMA297532	11/30/1984
American Allsafe Company	US	HUNTSMAN	1253674	10/11/1983
American Allsafe Company	US	STORM	1774129	06/01/1993
American Allsafe Company	CA	QUICK/WEDGE	145056	4/29/66
American Allsafe Company	FR	QUICK/WEDGE	1480641	10/18/68
American Allsafe Company	MX	AMERICAN ALLSAFE	446069	11/8/93; renewal sent 7/1/03
American Allsafe Company	EUR	CRYSTALOID and Design	853994	05-05-2000

**FLEX-O-LITE, INC.  
TRADEMARK REGISTRATIONS**

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Flex-O-Lite, Inc.	US	PARALTA	766281	03/10/1964
Flex-O-Lite, Inc.	EM	FLEX-O-LITE	253815	04/15/1996
Flex-O-Lite, Inc.	EM	BLAST-O-LITE	256842	04/15/1996
Flex-O-Lite, Inc.	US	BRITE-BLEND	2417722	01/02/2001
Flex-O-Lite, Inc.	US	AQUA-BRITE	2463617	06/26/2001
Flex-O-Lite, Inc.	US	EPOXY-BRITE	2468585	07/10/2001
Flex-O-Lite, Inc.	US	THERMO-BRITE	2469333	07/17/2001
Flex-O-Lite, Inc.	US	BLAST-O-LITE	857709	10/01/1968
Flex-O-Lite, Inc.	US	PATHLITE & Design	2637256	10/15/2002
Flex-O-Lite, Inc.	US	SERVICES AND MATERIALS	2746880	08/05/2003
Flex-O-Lite, Inc.	US	FLEX-O-LINE	905957	01/12/1971
Flex-O-Lite, Inc.	US	FLEX-O-LITE	905959	01/12/1971
Flex-O-Lite, Inc.	US	SUNDOWNER	1646696	06/04/1991
Flex-O-Lite, Inc.	GB	BLAST-O-LITE	908,830	05/01/1967
Flex-O-Lite, Inc.	GB	FLEX-O-LITE	908,829	05/01/1967
Flex-O-Lite, Inc.	CA	BLAST-O-LITE	TMA 165973	10/31/1969
Flex-O-Lite, Inc.	CA	FLEX-O-LINE	TMA 169017	05/08/1970
Flex-O-Lite, Inc.	US	SMC Services & Materials Company & Design	2854650	06/15,2004
Flex-O-Lite, Inc.	US	Trailblazer	2837095	04/27/2004
Flex-O-Lite, Inc.	US	Trailblazer Plus	2837096	04/27/2004
Flex-O-Lite, Inc.	US	Trailboss	2826184	03/23/2004
Flex-O-Lite, Inc.	EUR	FLEX-O-LINE	253815	04-15- 2005/2006

**TMT-PATHWAY, L.L.C.  
TRADEMARK REGISTRATIONS**

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
TMT-Pathway, L.L.C.	US	LEGEND-BUILD	2287920	10/19/1999
TMT-Pathway, L.L.C.	US	TMT-PATHWAY	2368870	07/18/2000
TMT-Pathway, L.L.C.	US	MORLINE	2038597	02/18/1997
TMT-Pathway, L.L.C.	CA	NORLINE	TMA404,038	06/25/1993
TMT-Pathway, L.L.C.	US	WEATHER LINE	2628832	10/01/2002
TMT-Pathway, L.L.C.	US	DURA-STRIPE	1508744	10/18/1988
TMT-Pathway, L.L.C.	US	TMT	1565503	11/14/1989
TMT-Pathway, L.L.C.	MX	DURA-LINE	425,041	11/09/1992
TMT-Pathway, L.L.C.	US	NORLINE	1711016	09/01/1992
TMT-Pathway, L.L.C.	US	DURA-LINE	1700076	07/14/1992



**FLEX-O-LITE, INC. TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
Flex-O-Lite	US	Niteblazer	76/561,011	11/20/2003 (Allowed 11/16/2004)

**JACKSON PRODUCTS, INC.  
TRADEMARK LICENSES**

Trademark License Agreement, dated as of November 1, 1995, by and between Smith & Wesson Corp. and Olympic Optical Company (as amended).