

10-23-2001



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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Jackson Products, Inc.  
2997 Clarkson Road  
Chesterfield, Missouri 63017

A Delaware corporation.

2. Name and address of receiving party:

Fleet National Bank (f/k/a BankBoston, N.A.), as Agent  
100 Federal Street  
Boston, MA 02110

A national banking association.

3. Nature of conveyance: First Supplemental Patent Collateral Assignment and Security Agreement, attached hereto as Exhibit 1.

Execution Date: October 10, 2001

4. Patents issued and patents pending:

A. Patent registration numbers:

See attached Annex.

D431328

10/23/2001 6TDM11 00000150 D431328

01 FC:581

520.00 0P

B. Patent application numbers:

See attached Annex.

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

Rylan O. Rawlins, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110


6. Total number of applications and registrations involved: 13

7. Total fee enclosed: \$520

8. Deposit account number: **[Not applicable]**

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.

  
\_\_\_\_\_  
Rylan O. Rawlins  
Date: October 17, 2001

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): [12]

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

**ANNEX**

**Supplemental Patents Issued by  
United States Patent and Trademark Office**

<b><u>Title</u></b>	<b><u>United States Patent No.</u></b>	<b><u>Registration Date</u></b>
Two Piece Ornamental Welding Helmet	D431,328	September 26, 2000
Liquid Crystal Lens Driver Electronics For Eye Protection, High Speed Shuttering With Consistent Performance	5,751,258	May 12, 1998
Welding Lens with Integrated Display, Switching Mechanism and Method	5,959,705	September 28, 1999
Welding Lens with Integrated Display and Method	6,067,129	May 23, 2000
Welding Helmet Having Auto- Darkening and Manually Adjustable Lens Shade Control	6,070,264	June 6, 2000
Welding Helmet with Removable Face Plate and Lens Cartridge	6,151,711	November 28, 2000
Welding Helmet with Conical Pivoting Mechanism for Head Gear Strap	6,260,197	July 17, 2001

**Supplemental Patents Pending with  
United States Patent and Trademark Office**

<b><u>Title</u></b>	<b><u>Serial No.</u></b>	<b><u>Filing Date</u></b>
Welding Helmet with Hybrid Lens System and Low Power Consumption Control Circuit Therefor	09/289,429	April 9, 1999
Welding Lens with Integrated Display Switching Mechanism and Method	09/353,720	July 14, 1999

Eye-Protection Device Having Dual High Voltage Switching	60/288,760	May 5, 2001
Microprocessor Based Automatically Dimmable Eye Protection	60/288,759	May 5, 2001
Welding Helmet with Removable Face Mask (Prism)	09/596,158	June 16, 2000
Low Power Phototransistor-Based Welding Helmet Providing Reduced Sensitivity to Low Intensity Light and Sharp Phototransistor Response to High Intensity Light	09/659,100	September 11, 2000

**FIRST SUPPLEMENTAL PATENT COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT**

This **FIRST SUPPLEMENTAL PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (the "Agreement") dated as of October 10, 2001, by and between **JACKSON PRODUCTS, INC.**, a Delaware corporation having its principal place of business at 2997 Clarkson Road, Chesterfield, Missouri 63017 (the "Assignor") and **FLEET NATIONAL BANK (f/k/a BANKBOSTON, N.A.)**, as Agent (the "Agent") for itself and the other lending institutions (collectively, the "Banks") which are or may in the future become parties to the Revolving Credit and Acquisition Loan Agreement, dated as of April 22, 1998 (as amended and in effect from time to time, the "Credit Agreement") among Assignor, the Agent and the Banks.

**RECITALS**

**WHEREAS**, in connection with the execution and delivery of the Credit Agreement, the Assignor entered into the Security Agreement, dated as of April 22, 1998 (the "Security Agreement"), pursuant to which the Assignor has granted to the Agent, for the benefit of the Agent and the Banks, to secure the payment and performance in full of all of the Obligations (as defined in the Credit Agreement), a security interest in and a pledge and assignment of the Collateral (as defined in the Security Agreement);

**WHEREAS**, in connection with the execution and delivery of the Credit Agreement and the Security Agreement, the Assignor and the Agent entered into a certain Patent Collateral Assignment and Security Agreement dated as of April 22, 1998 (as amended, restated, modified or supplemented and in effect from time to time, the "Original Patent Collateral Assignment"), which was recorded with the United States Patent and Trademark Office (the "PTO") on or about June 5, 1998, at Patent Reel 9214, Frame 0821 pursuant to which the Assignor granted to the Agent, for the benefit of the Agent and the Banks, a security interest in and collateral assignment of all of the Assignor's Patents, as such term is defined in the Original Patent Collateral Assignment, and which Original Patent Collateral Assignment was supplemental to the provisions of the Security Agreement;

**WHEREAS**, subsequent to the execution, delivery and recording of the Original Patent Collateral Assignment, the Assignor has informed the Bank that the Assignor has obtained legal title to additional patent applications as set forth on Schedule A hereto (such patent applications being collectively referred to herein as the "Supplemental Patents");

**WHEREAS**, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement, the Security Agreement and the Original Patent Collateral Assignment, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant to the Agent, for the benefit of the Agent and the Banks, of a security interest in the Supplemental Patents, the Patent rights associated with or related to the

Supplemental Patents (the "Supplemental Patent Rights"), the Patent License Rights associated with or related to the Supplemental Patents (the "Supplemental Patent License Rights"), and the proceeds associated with or related to the Supplemental Patents (the "Supplemental Proceeds"), (the Supplemental Patents, Supplemental Patent Rights, Supplemental Patent License Rights and Supplemental Proceeds collectively referred to as the "Supplemental Patent Collateral"), all as contemplated by the Original Patent Collateral Assignment;

NOW, THEREFORE, the Assignor and the Agent, in consideration of the promises set forth in the Credit Agreement, the Security Agreement and the Original Patent Collateral Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein without definition shall have as their respective meanings the definitions as set forth in the Original Patent Collateral Assignment.

2. **GRANT OF SECURITY.**

2.1. **Grant of Security Interest.** As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby confirms its grant to the Agent, for the benefit of the Agent and the Banks, pursuant to the Original Patent Collateral Assignment and the Security Agreement and hereby unconditionally grants to the Agent, for the benefit of the Agent and the Banks, a continuing security interest in and first priority lien on the Supplemental Patent Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Patent Collateral to the Agent, for the benefit of the Agent and the Banks (and confirms its pledge, mortgage, and hypothecation of the Supplemental Patent Collateral to the Agent, for the benefit of the Agent and the Banks pursuant to the Original Patent Collateral Assignment).

2.2. **Rights and Remedies Upon Default.** If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Patent Collateral, the Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Original Patent Collateral Assignment with respect to the Patents, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

2.3. **Supplemental to Certain Agreements.** In no event shall this Agreement or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Agent in the Collateral (including the Supplemental Patent Collateral) pursuant to the Security Agreement, the Original Patent Collateral Assignment and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, the other Security Documents, the Original Patent Collateral Assignment, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Supplemental Patent Collateral (and any and all obligations of the Assignor with respect to the

Supplemental Patent Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Patent Collateral) provided in or arising under or in connection with the Security Agreement, the other Security Documents and the Original Patent Collateral Assignment. The Security Agreement, the other Security Documents, the Original Patent Collateral Assignment, and all rights and interests of the Agent in and to the Collateral (including the Patents and the Supplemental Patent Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.**

3.1. Schedule A to the Original Patent Collateral Assignment (the "Original Schedule A"), which sets forth a list of all Patents owned by Assignor, is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). The Assignor represents and warrants that, to the best of its knowledge, the Original Schedule A and the New Schedule A collectively constitute a true and complete list of all Patents.

3.2. The term "Patents", as defined and used in the Original Patent Collateral Assignment, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Patents, the Supplemental Patent License Rights, the Supplemental Patent Rights, the Supplemental Proceeds and the Supplemental Patent Collateral.

3.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in the Original Patent Collateral Assignment, as amended by Sections 3.1 and 3.2 hereof, are true and correct in all material respects on and as of the date hereof, except for representations and warranties which expressly relate to a prior date. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Patent Collateral (including the Supplemental Patent Collateral) with the same force and effect as though set forth herein in their entirety.

3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Agent with respect to each other and/or the Patents (including without limitation the Supplemental Patent Collateral) or any portion thereof, as set forth in the Original Patent Collateral Assignment, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Patents (including without limitation the Supplemental Patent Collateral) with the same force and effect as though set forth herein in their entirety.

**4. OTHER TERMS AND CONDITIONS OF ORIGINAL PATENT COLLATERAL ASSIGNMENT.** This Agreement incorporates by reference all other terms and conditions contained in the Original Patent Collateral Assignment, to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same

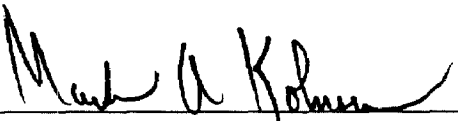
force and effect as though set forth herein in their entirety. Except as otherwise expressly set forth herein, all terms and conditions of the Original Patent Collateral Assignment are ratified and confirmed and shall remain in full force and effect. Without limiting the generality of the foregoing, the Assignor expressly affirms all of its obligations under the Original Patent Collateral Assignment, as supplemented or amended hereby. Nothing herein shall be construed as an amendment, supplement or waiver of any requirements of the Original Patent Collateral Assignment except as expressly set forth herein.

*[Remainder of page intentionally left blank.]*

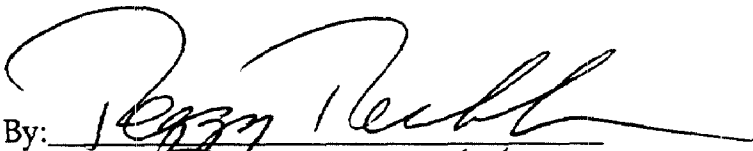


IN WITNESS WHEREOF, the Assignor and the Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

JACKSON PRODUCTS, INC.

By:   
Name: Mark A. Kdlmer  
Title: Vice President Finance

FLEET NATIONAL BANK (f/k/a  
BANKBOSTON, N.A.), as Agent

By:   
Name: Peggy Peckham  
Title: Sr. Vice President

State of Missouri )  
 )  
County of St. Louis ) ss.

Personally appeared before me, the undersigned, a Notary Public in and for said county, Mark A. Kolmer, personally known to me, who, being by me first duly sworn, declared that he is the V.P. Finance of Jackson Products, Inc., that being duly authorized he did sign and seal said instrument as such officer of and on behalf of such corporation, and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8 day of October, 2001.

Cheryl E. Young  
Notary Public

My Commission Expires:

CHERYL E YOUNG  
NOTARY PUBLIC STATE OF MISSOURI  
ST. CHARLES COUNTY  
MY COMMISSION EXP. AUG. 8, 2002

Commonwealth of Massachusetts )  
 ) ss.  
County of \_\_\_\_\_ )

Personally appeared before me, the undersigned, a Notary Public in and for said county, PEGGY PECKHAM, personally known to me, who, being by me first duly sworn, declared that she is a SR. VICE PRESIDENT of Fleet National Bank (f/k/a BankBoston, N.A.), that being duly authorized he did sign and seal said instrument as such officer of and on behalf of such bank, and that the same is such bank's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17<sup>th</sup> day of Oct., 2001.

Patricia A. Mallard  
Notary Public

My Commission Expires: Dec. 17, 2004

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