


Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET <b>PATENTS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Tab settings ⇒ ⇒ ⇒ ▼ ▼ ▼ ▼ ▼ ▼ ▼			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <b>Jackson Products, Inc.</b>		2. Name and address of receiving party(ies) Name: <b>Regiment Capital III, L.P.</b>  Street Address: <b>222 Berkeley Street, 12th Floor</b> City: <b>Boston</b> State: <b>MA</b> Zip: <b>02116</b>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: <b>February 11, 2004</b> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ B. Patent No.(s) <b>5208688</b>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Stanley Seuradge</b> Internal Address: <b>Schulte Roth &amp; Zabel LLP</b> Street Address: <b>919 Third Avenue</b>  City: <b>New York</b> State: <b>N.Y.</b> Zip: <b>10022</b>		6. Total number of applications and patents involved: <b>1</b> 7. Total fee (37 CFR 3.41) ..... <b>\$40.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <b>Schulte Roth &amp; Zabel LLP - 500675</b> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS PAGE</b>			
9. Statement and signature. <i>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.</i>  <div style="display: flex; justify-content: space-between;"><div>Name of Person Signing: <b>Stanley Seuradge</b></div><div>Signature: </div><div>Date: <b>March 8, 2004</b></div></div> Total number of pages including cover sheet, attachments, and documents: <b>5</b>			

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

## ASSIGNMENT FOR SECURITY

### PATENTS

WHEREAS, Jackson Products, Inc., a Delaware Corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of February 11, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Regiment Capital III, L.P., as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

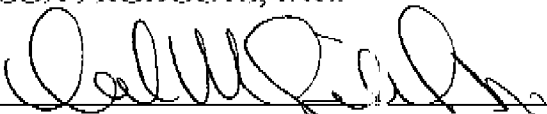
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of February 11, 2004.

JACKSON PRODUCTS, INC.

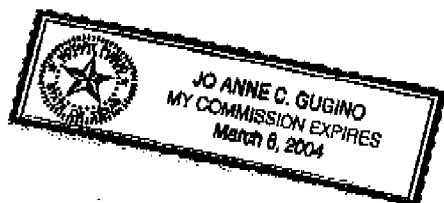
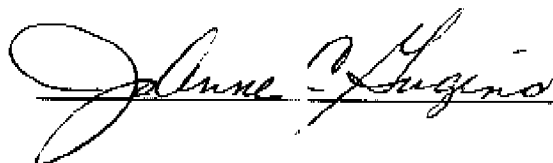
By:   
Name: David M. Gilchrist, Jr.  
Title: CEO and President

STATE OF Texas

SS.:

COUNTY OF Dallas

On this 11th day of Feb., 2004, before me personally came David M. Gilchrist, Jr. to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CEO & President of Jackson Products, Inc., a CEO & President, and that s/he executed the foregoing instrument in the firm name of Jackson Products, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



SCHEDULE 1A TO ASSIGNMENT FOR SECURITYPATENTS

Company	Country	Title	Patent No	Serial No.	Issue Date
Jackson Products	US	Detector system for detecting the occurrence of welding	5,248,880	07/814,371	09/28/1993
Jackson Products	AU	Two-piece ornamental welding helmet	3125/1999	142907	02/09/2001
Jackson Products	BX	Two-piece ornamental welding helmet	76229	V172333	09/28/1999
Jackson Products	CA	Two-piece ornamental welding helmet	1999-2469	89795	06/30/2000
Jackson Products	CH	Two-piece ornamental welding helmet	126440	126440	11/08/1999
Jackson Products	DE	Two-piece ornamental welding helmet	277.5	49909277.5	10/26/1999
Jackson Products	ES	Two-piece ornamental welding helmet	146577	146577	09/11/2000
Jackson Products	FR	Two-piece ornamental welding helmet	99 6157	566 656	01/17/2000
Jackson Products	GB	Two-piece ornamental welding helmet	2,087,277	2,087,277	04/10/1999
Jackson Products	IT	Two-piece ornamental welding helmet	1	79942	12/10/2002
Jackson Products	SE	Two-piece ornamental welding helmet	99-1835	66609	03/07/2001
Jackson Products	US	Two-piece welding helmet	29/103,213	D431,328	09/26/2000
Jackson Products	JP	Eye protection device for welding helmets	4-505867	3143124	12/22/2000
Jackson Products	KR	Eye protection device for welding helmets	702479/92	254713	02/07/2000
Jackson Products	US	Eye protection device for welding helmets	5,208,688	07/653,661	05/04/1993
Jackson Products	KR	Speed shuttering with consistent performance	702974/92	213581	05/14/1999

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RECORDED: 03/08/2004

PATENT  
REEL: 014402 FRAME: 0715