

03-03-2004

Tab settings

To the Honorable Commissioner of Patents

102682762

original documents or copy thereof.

1. Name of conveying party(ies):
Jackson Products, Inc.

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: February 11, 2004

2. Name and address of receiving party(ies)

Name: CIT Group/Business Credit, Inc.

Internal Address:

Street Address: 5420 LBJ Freeway, Suite 200

City: Dallas State: TX Zip: 75240

Additional Name(s) & address(es) attached? ☐ Yes ☒ 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)
09/596,158

B. Patent No.(s)
5,248,880

Additional numbers attached? ☒ Yes ☐ No

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

Name: Alan Schnacke

Internal Address:

Street Address: 5420 LBJ Freeway, Suite 200

City: Dallas State: TX Zip: 75240

6. Total number of applications and patents involved: 27

7. Total fee (37 CFR 3.41)\$ 1080.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

(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.

Thomas A. Kulik

Name of Person Signing

Signature

February 2004
Date

03/02/2004 DBYRNE 00000041 09596158

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Total number of pages including cover sheet, attachments, and documents: 12

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CONTINUATION OF ITEM 4

<u>Patents</u>	<u>Applications</u>
29/103,213	09/659,100
5,208,688	10/139,837
5,252,817	10/140,049
5,751,258	60/494,280
5,533,206	60/288,760
5,347,383	60/288,759
D310,432	60/353,760
6,107,367	
5,519,522	
5,377,032	
5,074,647	
D349,588	
D353,692	
5,515,186	
5,959,705	
6,260,197	
6,070,264	
6,067,129	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of February 11, 2004, by **JACKSON PRODUCTS, INC.**, a Delaware corporation ("Grantor"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, in its capacity as Agent for the lenders ("Lenders") party from time to time to the Financing Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement, dated as of the date hereof, by and among Grantor, Silencio/Safety Direct, Inc., American Allsafe Company, TMT-Pathway, LLC, and Flex-O-Lite, Inc., ("Borrowers"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), Lenders have agreed to make loans to, and assist in the establishing of Letters of Credit for the benefit of, Borrowers;

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

2. **GRANT OF SECURITY INTEREST IN PATENT 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 "Patent Collateral"):

(a) all of its Patents and any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence (collectively, the "Patent Licenses") to which it is a party including those referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders pursuant to the Financing Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

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

JACKSON PRODUCTS, INC.,
as Grantor

By: [Signature]
Name: DAVID M. GILCHRIST SR
Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: _____
Name: _____
Title: _____

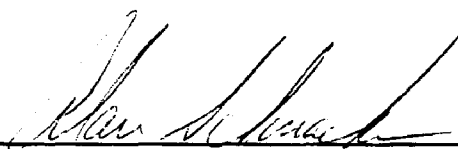
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JACKSON PRODUCTS, INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

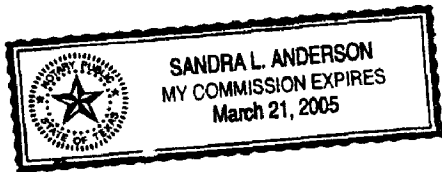
THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By:  _____
Name: Alan Schnacke
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss.

On this 10th day of February, 2004 before me personally appeared David McIntosh Gilchrist, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Jackson Products, Inc.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Sandra Anderson
Notary Public

{seal}

PATENT REGISTRATIONS

Company	Country	Title	Patent No.	Serial No.	Issue Date
Jackson Products	US	Detector system for detecting the occurrence of welding	5,248,880	07/814,372	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
Jackson Products	US	Detector feedback	5,252,817	07/674,850	10/12/1993
Jackson Products	US	Speed shuttering with consistent performance	5,751,258	08/707,269	05/12/1998
Jackson Products	US	Welding helmet with removable electronic quick change	5,533,206	08/518,144	07/09/1996

		cartridge			
Jackson Products	US	High speed, low power driving circuit for liquid crystal shutter	5,347,383	00/943,994	09/13/1994
Jackson Products	US	Welding Helmet	D310,432	07/169,752	09/04/1990
Jackson Products	US	Traffic Stripe composition	6,107,367	09/334,378	08/22/2000
Jackson Products	US	Mirror and indium tin oxide layer	5,519,522	08/105,734	05/21/1996
Jackson Products	US	Switching mechanism	5,377,032	08/013,966	12/27/1994
Jackson Products	US	Liquid crystal lens assembly for eye protection	5,074,647	07/447,297	12/24/1991
Jackson Products	US	Welding lens assembly	D349,588	29/000,226	08/09/1994
Jackson Products	US	Welding lens assembly	D353,692	29/008,943	12/20/1994
Jackson Products	US	Incident light	5,515,186	08/089,265	05/07/1996
Jackson Products	US	Method	5,959,705	08/623,972	09/28/1999
Jackson Products	US	Welding helmet with conical pivoting mechanism for head gear strap	6,260,197	09/288,875	07/17/2001
Jackson Products	US	Shade control	6,070,264	09/289,257	06/06/2000
Jackson Products	US	Welding lens with integrated display and method	6,067,129	08/616,264	05/23/2000

PATENT APPLICATIONS

Company	Country	Title	Application No.	Date Filed
Jackson Products	EP	Reduced sensitivity to low intensity light and sharp phototransistor	01121569.6	9/10/2001
Jackson Products	US	Welding Helmet with Removable Face Mask (Prism)	09/596,158	6/16/2000
Jackson Products	US	Reduced sensitivity to low intensity light and sharp phototransistor	09/659,100	9/11/2000
Jackson Products	US	Eye-protection device having dual high voltage switching	10/139,837	5/3/2002
Jackson Products	US	Microprocessor based automatically dimmable eye protection device	10/140,049	5/3/2002
Jackson Products	US	Eye-protection device having dual high voltage switching	60/494,280	8/11/2003
Jackson Products	US	Eye-protection device having dual high voltage switching	60/288,760	5/3/2002
Jackson Products	US	Microprocessor based automatically dimmable eye protection device	60/288,759	5/3/2002
Jackson Products	US	Low cost hearing protection device	60/353,760	2/3/2002

Exhibit of Registration and Applications

<u>Patents</u>	<u>Applications</u>
5,248,880	09/596,158
29/103,213	09/659,100
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