

RECORD

03-03-2004

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



102682763

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):
Flex-O-Lite, Inc.

2. Name and address of receiving party(ies)

Name: CIT Group/Business Credit, Inc.

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 5420 LBJ Freeway, Suite 200

City: Dallas State: TX Zip: 75240

Additional Name(s) & address(es) attached? Yes No

Execution Date: February 11, 2004

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)
29/174,286

B. Patent No.(s)
4,951,407

OPR/FINANCE
MAR -1 AM 7:49

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:

7. Total fee (37 CFR 3.41) \$ 360.00

- 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 00000040 29174286

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

01 FC:8021

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

CONTINUATION OF ITEM 4

Patents

Applications

4,859,983

5,630,675

5,679,437

D341,100

D305,850

D341,099

D481,965

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of February 11, 2004, by FLEX-O-LITE, 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, Jackson Products, Inc., Silencio/Safety Direct, Inc., American Allsafe Company, and TMT-Pathway, LLC ("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.

FLEX-O-LITE, INC.,
as Grantor

By: 
Name: DAVID M. GILCHRIST JR.
Title: PRESIDENT & CEO

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name: _____
Title: _____

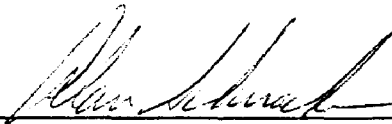
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLEX-O-LITE, 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

PATENT REGISTRATIONS

Company	Country	Title	Patent No.	Serial No.	Issue Date
Flex-O-Lite	US	Yieldable sign stand	4,951,407	07/117,032	08/28/1990
Flex-O-Lite	US	Plastic barricade	4,859,983	07/208,865	08/22/1989
Flex-O-Lite	US	Traffic channelizer base	5,630,675	08/531,101	05/20/1997
Flex-O-Lite	US	Reflective marking tape with mesh layer	5,679,437	08/509,658	10/21/1997
Flex-O-Lite	US	Solar powered barricade light	D341,100	07/934,341	11/09/1993
Flex-O-Lite	US	Combination cooler, stool and table	D305,850	07/036,694	02/06/1990
Flex-O-Lite	US	Solar powered barricade light	D341,099	07/934,152	11/09/1993
Flex-O-Lite	US	Channelizer drum and handle therefor	D481,965	29/174,609	11/11/2003

PATENT APPLICATIONS

Company	Country	Title	Application No.	Date Filed
Flex-O-Lite	US	Traffic barricade	29/174,286	1/14/2003

Exhibit of Registration and Applications

Patents

Applications

4,951,407

29/174,286

4,859,983

5,630,675

5,679,437

D341,100

D305,850

D341,099

D481,965