

03-10-2004

ET



102688932

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):
Silencio/Safety Direct, Inc.

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

2. Name and address of receiving party(ies)

Name: JPCA, INC.

Internal Address:

Street Address: 600 Travis, Ste. 6110

City: Houston State: TX Zip: 77002

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Master Release of Lien

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)
60/445,744

B. Patent No.(s)
4,445,787

Additional numbers attached? ☐ Yes ☒ No

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

Name: George Kelly

Internal Address:

Street Address: 600 Travis, Ste. 6110

City: Houston State: TX Zip: 77002

6. Total number of applications and patents involved: ☒

7. Total fee (37 CFR 3.41)\$ 80.00

- ☒ 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

March 2, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 10

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

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

03/09/2004 MGETACHE 00000130 60445744

80.00 DP

PATENT
REEL: 015044 FRAME: 0120

**MASTER RELEASE OF LIEN IN FAVOR OF SILENCIO/SAFETY DIRECT,
INC. PURSUANT TO UNIT PURCHASE AGREEMENT**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the full, final and complete satisfaction of all obligations of **SILENCIO/SAFETY DIRECT, INC.**, a Nevada corporation ("Silencio"), under that certain Unit Purchase Agreement dated April 10, 2002, among Jackson Products, Inc., a Delaware corporation ("JPI"), each "Guarantor" named therein, each "Purchaser" named therein and **JPCA, INC.**, a Delaware corporation, as collateral agent (the "Collateral Agent"), (such agreement is referred to herein as the "Unit Purchase Agreement"), and all security agreements entered into pursuant thereto, including without limitation (i) that certain Security Agreement, dated as of April 10, 2002, entered into by American Allsafe Company, a Delaware corporation ("Allsafe"), Crystaloid Technologies, Inc., a Delaware corporation ("Crystaloid"), Flex-O-Lite, Inc., a Delaware corporation ("Flex"), Silencio, TMT-Pathway, L.L.C., a Delaware limited liability company ("TMT", and together with Allsafe, Crystaloid, Flex and Silencio, the "Subsidiaries"), in favor of the Collateral Agent and for the benefit of the purchasers who are parties to the Unit Purchase Agreement (the "Purchasers"), (ii) that certain Patent Assignment, entered into and made concurrently with such Security Agreement, by the Subsidiaries in favor of the Collateral Agent and for the benefit of the Purchasers (the "Patent Assignment"), (iii) that certain Trademark Assignment, entered into and made concurrently with such Security Agreement, by the Subsidiaries in favor of the Collateral Agent and for the benefit of the Purchasers (the "Trademark Assignment") and (iv) all other security agreements entered into by Silencio pursuant to or in connection with the Unit Purchase Agreement, (the agreements referred to in the foregoing items (i)-(iv) being, collectively, the "Security Agreements"), the Collateral Agent, on behalf of itself and the Purchasers, hereby, for and in favor of Silencio, fully releases, relinquishes, re-assigns, re-conveys and discharges any and all of its rights, title, interests, liens and security interests that were granted or created with respect to all collateral referred to in the Unit Purchase Agreement or described in the Security Agreements, including without limitation all of its rights, title, liens and security interests in the collateral described on Exhibit A attached hereto (whether pursuant to the Unit Purchase Agreement, the Security Agreements or any other agreement or document), as well as with respect to the following:

All personal and fixture property of every kind and nature including without limitation all furniture, fixtures, all equipment and accessions, raw materials, inventory and all other capital assets, other goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, documents, instruments, securities and other investment property (as such term is defined in the Uniform Commercial Code), deposit accounts, rights to proceeds of letters of credit and all general intangibles including, without limitation, all tax refund claims, license

fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Silencio possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Silencio, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

The Collateral Agent, on behalf of itself and the Purchasers, agrees to execute, acknowledge and deliver, at the sole cost and expense of Silencio, all such further instruments and to take, at the sole cost and expense of Silencio, all such further actions as may be reasonably requested by Silencio in order to more fully and effectively carry out the purposes of this Master Release of Lien.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, JPCA, INC. has caused this Master Release of Lien to be duly executed by its duly authorized representative as of the 11th day of February, 2004.

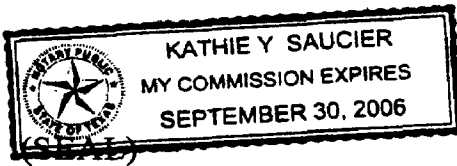
JPCA, INC.

By: G. B. Kelly

Name: George B. Kelly

Title: President

SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal of office on this 11th day of February, 2004.



Kathie Y. Saucier
Notary Public in and for
the State of TEXAS

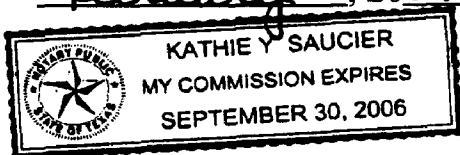
My Commission Expires: 9/30/06

AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared GEORGE B. KELLY, the PRESIDENT of JPCA, Inc., which person known to me to be the individual whose name is subscribed in the foregoing MASTER RELEASE OF LIEN, and being duly sworn, did state and acknowledge on his or her oath that he or she is authorized to execute and deliver the foregoing as a binding act and deed of the aforementioned company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of
February, 2004.



Kathie Y. Saucier
Notary Public in and for
the State of TEXAS

(SEAL)

My Commission Expires: 9/30/06

Trademark Registrations

Company	Country	Trademark	Serial No.	Registration No.	Registration Date
Silencio/Safety Direct, Inc.	US	CLEANPOWER	74432619	1845553	07/19/1994
Silencio/Safety Direct, Inc.	US	TEAM SILENCIO & Design	74433958	1872312	01/10/1995
Silencio/Safety Direct, Inc.	US	RIG SPORTSMAN'S PRODUCTS BY TEAM	75286689	2229559	03/02/1999
Silencio/Safety Direct, Inc.	US	RIG SPORTSMAN'S PRODUCTS BY TEAM	75286684	2229558	03/02/1999
Silencio/Safety Direct, Inc.	US	EZE-SCORER	72235024	829754	06/06/1967
Silencio/Safety Direct, Inc.	US	RIG	71521163	509235	05/03/1949
Silencio/Safety Direct, Inc.	US	RIG-RAG (Stylized)	73215491	1161003	07/14/1981
Silencio/Safety Direct, Inc.	US	Cleanpower		1,785,601	8/3/1993
Silencio/Safety Direct, Inc.	US	Rig		526,015	6/10/50
Silencio/Safety Direct, Inc.	US	Team Silencio		2,013,438	1/10/1995

PATENT REGISTRATIONS

Company	Country	Title	Patent No.	Serial No.	Issue Date
Silencio-Safety Direct	US	Surface Temperature Measuring Device with Reversible Thermochromic Film	4,445,787		5/1/1984

PATENT APPLICATION

Company	Country	Title	Application No.	Date Filed
Silencio-Safety Direct	US	Earmuff having anatomically fitting cups	60/445,744	2/7/2003



2001 Ross Avenue
Suite 3000
Dallas TX 75201
(214) 758-1500

Facsimile (214) 758-1550

March 2, 2004

Thomas A. Kulik
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tkulik@pattonboggs.com

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark
Office
Post Office Box 1450
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to Director of the U.S. Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450

Date of Deposit: March 3, 2004

Signature: Shelly Beavers
Shelly Beavers

Re: United States Patents and Patent Applications According to Attached Exhibit
Our Ref. No.: 009265.0153

Dear Sir:

Enclosed for filing in the above-identified patents are the following:

1. Recordation Form Cover Sheet
2. Master Release of Lien in Favor of Silencio/Safety Direct, Inc. Pursuant to Unit Purchase Agreement
3. Check in the amount of \$80.00 for filing fees
4. Confirmation postcard

Please charge any deficiency in the required fee to our Deposit Account No. 50-2816.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Thomas A. Kulik', enclosed within a circular scribble.

Thomas A. Kulik
Attorney-in-fact for Receiving Party

TAK:sab
Attachment (Exhibit of Registrations and Application)

Exhibit of Patents and Applications

Patents

4,445,787

Applications

60/445,744