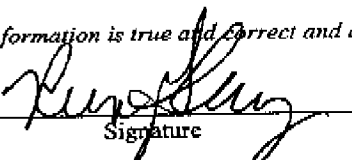


<div>Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)</div>		<div>RECORDATION FORM COVER SHEET PATENTS ONLY</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
Tab settings ⇒ ⇒ ⇒					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Jackson Products, Inc.</u>		2. Name and address of receiving party(ies) Name: <u>Regiment Capital III, L.P.</u> Street Address: <u>222 Berkeley Street, 12th Floor</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02116</u>			
3. Nature of conveyance: <div><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</div> Execution Date: <u>August 27, 2004; effective date February 11, 2004</u> 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) <u>See attached schedules</u> <u>See attached schedules</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Reine H. Glanz, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>		6. Total number of applications and patents involved: <u>27</u> 7. Total fee (37 CFR 3.41) <u>\$1080.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>Schulte Roth & Zabel LLP - 500675</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS PAGE					
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><u>Reine H. Glanz, Esq.</u> Name of Person Signing Signature:  Date: <u>September 15, 2004</u> Total number of pages including cover sheet, attachments, and documents: <u>8</u></div>					

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

CH \$1080.00 600675 09696158

PATENT SCHEDULE

Company	Country	Title	Patent No.	Serial No.	Issue Date
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 cartridge	5,533,206	08/518,144	07/09/1996
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
Jackson Products	US	Traffic Channelization Drum or the like	D243,075		

PATENT APPLICATIONS

Company	Country	Title	Application No.	Date Filed
Jackson Products	US		09,596,158	
Jackson Products	US	Earmuff having anatomically fitting cups	10/706,429	2/7/2003
Jackson Products	US	Reduced sensitivity to low intensity light and	09/659,100	9/11/2000

		sharp phototransistor		
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	Low cost hearing protection device	10/356,914	2/3/2002
Jackson Products	US	Microprocessor based automatically dimmable eye protection device with interruption prevention	10/741,622	12/19/2003
Jackson Products	US	Low power photo-transistor-based welding helmet providing reduced sensitivity to low intensity light and sharp phototransistor response to high intensity light	10/827,014	4/19/04
Jackson Products	WIPO	Ventilated safety goggles	PCT/US03/40821	12/19/03

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
its officer thereunto duly authorized as of August 27, 2004.

JACKSON PRODUCTS, INC.

By: 
Name: MICHAEL A. PRUSS
Title: VP and CFO

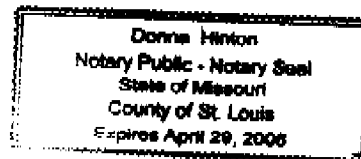
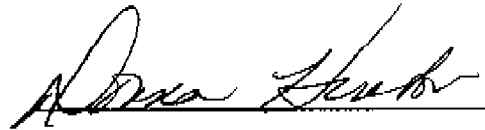
STATE OF

Missouri

COUNTY OF

St. Louis ss.:

On this 27 day of August, 2004, before me personally came Michael Stass, 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 VP & CFO of Jackson Products, Inc., a Delaware corporation and that s/he executed the foregoing instrument in the firm name of _____, 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 SECURITY**PATENTS**

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