

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Jackson Products, Inc.	08/27/2004

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue
Internal Address:	Corporate Trust Department
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	D243075
Patent Number:	6341382
Patent Number:	6227454
Application Number:	10706429
Application Number:	10328303
Application Number:	10356914
Application Number:	10741622
Application Number:	10827014
Application Number:	09596158
PCT Number:	US0340821

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-530-5423

CH \$400.00 D243075

Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 2: Rm. 4680
Address Line 4: New York, NEW YORK 10005-1413

NAME OF SUBMITTER:

Janis Nici

Total Attachments: 12

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FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT SECURITY AGREEMENT, dated as of August 27, 2004 (this "First Amendment"), by and among Jackson Products, Inc., a Delaware corporation (together with its successors and permitted assigns, the "Parent"), Silencio/Safety Direct, Inc., a Nevada corporation (together with its successors and permitted assigns, "Silencio"), American Allsafe Company, a Delaware corporation (together with its successors and permitted assigns, "Allsafe"), TMT-Pathway, L.L.C., a Delaware limited liability company (together with its successors and permitted assigns, "TMT"), and Flex-O-Lite, Inc., a Delaware corporation (together with its successors and permitted assigns, "Flex" and, together with the Parent, Silencio, Allsafe and TMT, and together with their respective successors and assigns, including, without limitation, a receiver, trustee or debtor-in-possession on behalf of such person or on behalf of such successor or assign, the "Grantors"), in favor of U.S. Bank National Association, as collateral agent (in such capacity, together with any successor in such capacity, the "Term C Agent"), for the Holders of the Notes issued pursuant to the Note Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Grantors and Term C Agent are parties to that certain Patent Security Agreement dated as of February 11, 2004 (as amended, the "Patent Security Agreement"), pursuant to which Grantors granted to Term C Agent, on behalf of the Holders, a lien on and security interest in the Patent Collateral (as defined in the Patent Security Agreement);

WHEREAS, Grantors, the Holders and the Term C Agent are parties to a Note Purchase agreement dated as of February 11, 2004 (as amended by the First Amendment to Note Purchase Agreement, Waiver and Consent dated as of July 30, 2004 and as further amended from time to time, the "Note Purchase Agreement");

WHEREAS, concurrently herewith Grantors, Jackson Safety, LLC, the Holders and the Term C Agent are entering into a Joinder Agreement, Waiver and Second Amendment to Note Purchase Agreement ("Amendment and Agreement"); and

WHEREAS, pursuant to the Amendment and Agreement, Grantors are required to execute and deliver to the Holders, this First Amendment to reflect certain amendments to the Patent Collateral as set forth on Schedule I hereto.

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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement.

2. **AMENDMENT TO PATENT SECURITY AGREEMENT.** Schedule I to the Patent Security Agreement is hereby amended by revising Schedule I to the Patent Security Agreement as indicated on Schedule I attached hereto.

3. **EFFECT OF FIRST AMENDMENT.** The Patent Security Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The security interest, including the priority thereof, originally secured by the Patent Security Agreement shall not be impaired or otherwise affected in an adverse manner by this First Amendment.

4. **REPRESENTATIONS.** Each Grantor represents and warrants to the Holders, that the Patent Security Agreement, as amended hereby, constitutes a valid, binding and enforceable obligation of each Grantor.

5. **ENTIRE AGREEMENT.** This First Amendment and the Patent Security Agreement, as amended by this First Amendment, constitute the entire agreement and understanding between the parties to this First Amendment and supersede any and all prior agreements and understandings relating to the subject matter of this First Amendment.


6. **COUNTERPARTS.** This First Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. **GOVERNING LAW.** **THIS FIRST AMENDMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK.**

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

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

Jackson Products, Inc., a Delaware corporation,
Silencio/Safety Direct, Inc., a Nevada corporation,
American Allsafe Company, a Delaware corporation,
TMT-Pathway, L.L.C., a Delaware limited liability
company, Flex-O-Lite, Inc. a Delaware corporation,
as Grantors

By: 
Name: Michael A. Druss
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

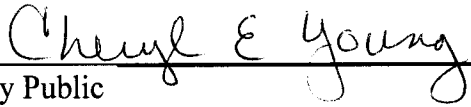
U.S. Bank National Association,
as Term C Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTORS

STATE OF MISSOURI)
) ss.
COUNTY OF ST. CHARLES)

On August 27, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Pruss, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity on behalf of Jackson Products, Inc., a Delaware corporation, Silencio/Safety Direct, Inc., a Nevada corporation, American Allsafe Company, a Delaware corporation, TMT-Pathway, L.L.C., a Delaware limited liability company, and Flex-O-Lite, Inc., a Delaware corporation, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public

{seal}

CHERYL E. YOUNG
Notary Public - State of Missouri
County of St. Charles
My Commission Expires Sep. 3, 2006

SCHEDULE I
to
PATENT SECURITY AGREEMENT

[See attached.]

Schedule I

First Amendment to Patent Security Agreement

LA1:#6288237

PATENT
REEL: 015242 FRAME: 0066

JACKSON PRODUCTS, INC. PATENT APPLICATIONS

Company	Country	Title	Application No.	Date Filed	Comments
Jackson Products	US	Ventilated safety goggles	10/328,303	12/20/2002	Add
Jackson Products	US	Earmuff having anatomically fitting cups	10/706,429	2/7/2003	Add
Jackson Products	US	Low cost hearing protection device	10/356,914	2/3/2002	Add
Jackson Products	US	Microprocessor based automatically dimmable eye protection device with interruption prevention	10/741,622	12/19/2003	Add
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	Add
Jackson Products	WIPO	Ventilated safety goggles	PCT/US03/40821	12/19/03	Add
Jackson Products	US	Welding Helmet with Removable Face Mask (Prism)	09/596,158	6/16/2000	Add

JACKSON PRODUCTS, INC. PATENT REGISTRATIONS

Company	Country	Title	Patent No.	Serial No.	Issue Date	Comments
Jackson Products	US	Traffic Channelization Drum or the like	D243,075			Add
Jackson Products	US	One-piece adjustable headgear support	6,341,382	6,341,382	01/29/2002	Add
Jackson Products	US	Device and method for applying night-visible road markings	6,227,454	09/353,698	05/08/2001	Add

**SILENCIO/SAFETY DIRECT, INC.
PATENT APPLICATIONS**

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



AMERICAN ALLSAFE COMPANY PATENT REGISTRATIONS

Company	Country	Title	Patent No.	Serial No.	Issue Date	Comments
American Allsafe Co.	US	One-piece adjustable headgear support	6,341,382	09/707,057	01/29/2002	Delete

**AMERICAN ALLSAFE CO.
PATENT APPLICATIONS**

Company	Country	Title	Application No.	Date Filed	Comments
American Allsafe Co.	US	Ventilated safety goggles	10/328,303	12/20/2002	Delete

TMT PATHWAY, L.L.C. PATENT REGISTRATIONS

Company	Country	Title	Patent No.	Serial No.	Issue Date	Comments
TMT Pathway	US	Device and method for applying night-visible road markings	6,227,454	09/353,698	05/08/2001	Delete

LA1:#6288857

RECORDED: 10/11/2004

PATENT
REEL: 015242 FRAME: 0072