

09-29-2004



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To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

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

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: August 27, 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)  
10/328,303

B. Patent No.(s)  
6,341,382

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: 30

7. Total fee (37 CFR 3.41) . . . . . \$ 1200.00

- ☒ 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.

Darren W. Collins

Name of Person Signing

Signature

September 23, 2004  
Date

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>
6,227,454	10/706,429
5,248,880	09/659,100
D431,328	10/139,837
5,208,688	10/140,049
5,252,817	60/494,280
5,751,258	10/356,914
5,533,206	10/741,622
5,347,383	10/827,014
D310,432	
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 August 27, 2004, by JACKSON SAFETY, LLC., a Delaware limited liability company ("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., American Allsafe Company, TMT-Pathway, LLC, Silencio/Safety Direct, Inc. 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," including that certain Joinder Agreement and Second Amendment to Financing Agreement dated on or about the date hereof, pursuant to which Grantor, among other things, became a party to the Financing Agreement, the "Joinder 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.


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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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**JACKSON SAFETY, LLC,**  
as Grantor

By:   
Name: Michael A. Pruss  
Title: Vice President and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

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

By: \_\_\_\_\_  
Name: Alan Schnacke  
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

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

On this 27<sup>th</sup> day of August, 2004 before me personally appeared Michael A. Pruss, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Jackson Safety, LLC**, 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.

  
Notary Public

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

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS**

**PATENTS**

None

**PATENT LICENSES**

Blanket License Agreement dated effective as of May 7, 2004, between Jackson Products, Inc., as licensor, and Jackson Safety, LLC, as licensee, as amended by First Amendment to Blanket License Agreement dated as of August 27, 2004, pursuant to which Jackson Safety has been granted a worldwide, non-exclusive, royalty free license to make, have made, use, sell, and offer for sale the following:

**PATENT REGISTRATIONS**

Company	Country	Title	Patent No.	Serial No.	Issue Date
Jackson Products	US	One-piece adjustable headgear support	6,341,382	09/707,057	01/29/2002
Jackson Products	US	Device and method for applying night-visible road markings	6,227,454	09/353,698	05/08/2001
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	142907	3125/1999	02/09/2001
Jackson Products	BX	Two-piece ornamental welding helmet	V172333	76229	09/28/1999
Jackson Products	CA	Two-piece ornamental welding helmet	89795	1999-2469	06/30/2000
Jackson Products	CH	Two-piece ornamental welding helmet	126440	126440	11/08/1999
Jackson Products	DE	Two-piece ornamental	49909277.5	277.5	10/26/1999

Company	Country	Title	Patent No.	Serial No.	Issue Date
		welding helmet			
Jackson Products	ES	Two-piece ornamental welding helmet	146577	146577	09/11/2000
Jackson Products	FR	Two-piece ornamental welding helmet	566656	99 6157	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	79942	1	12/10/2002
Jackson Products	SE	Two-piece ornamental welding helmet	66609	99-1835	03/07/2001
Jackson Products	US	Two-piece welding helmet	D431,328	29/103,213	09/26/2000
Jackson Products	JP	Eye protection device for welding helmets	3143124	4-505867	12/22/2000
Jackson Products	KR	Eye protection device for welding helmets	254713	702479/92	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	213581	702974/92	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 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



Company	Country	Title	Patent No.	Serial No.	Issue Date
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	US	Ventilated safety goggles	10/328,303	12/20/2002
Jackson Products	US	Earmuff having anatomically fitting cups	10/706,429	2/7/2003
Jackson Products	EP	Reduced sensitivity to low intensity light and sharp phototransistor	01121569.6	9/10/2001
Jackson Products	US	Reduced sensitivity to low intensity light and sharp	09/659,100	9/11/2000

		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/US03/40 821	12/19/03

## Exhibit of Patents and Applications

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