

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
 Jackson Safety, LLC

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

2. Name and address of receiving party(ies)
 Name: U.S. Bank National Association
 Internal Address: _____
 Street Address: 60 Livingston Avenue
 City: St. Paul
 State: Minnesota
 Country: USA Zip: 55107

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) June 1, 2005

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
 See attached Schedule 1

B. Patent No.(s)
 See attached Schedule 1

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Nicole M. Pappa
 Internal Address: Bingham McCutchen LLP
 Street Address: One State Street
 City: Hartford
 State: CT Zip: 06103
 Phone Number: (860) 240-2834
 Fax Number: (860) 240-2518
 Email Address: nicole.pappa@bingham.com

6. Total number of applications and patents involved: 34

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,360

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 8823
 Expiration Date 10/07

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Nicole Pappa 06/17/2005
 Signature Date

Nicole M. Pappa Total number of pages including cover sheet, attachments, and documents:
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$1360.00 10328303

SCHEDULE 1**PATENT APPLICATIONS**

Application No.
10/328,303
10/706,429
09/659,100
11/035,805
10/140,049
10/915,929
10/356,914
11/089,930
11/054,927

PATENT REGISTRATIONS

Patent No.
6,341,382
6,227,454
5,248,880
D431,328
5,208,688
5,252,817
5,751,258
5,533,206
5,347,383
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
6,815,652
6,841,772
6,881,939
6,884,987
6,855,922

FIRST AMENDMENT TO PATENT SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT SECURITY AGREEMENT, dated as of June 1, 2005 (this "First Amendment"), by and among Jackson Safety, LLC, a Delaware limited liability company (together with its successors and permitted 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 "Grantor"), 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).

WITNESSETH:

WHEREAS, the Grantor and Term C Agent are parties to that certain Patent Security Agreement dated as of August 27, 2004 (the "Patent Security Agreement"), pursuant to which Grantor 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, Grantor, the Holders, the Term C Agent and certain of Grantor's Affiliates (the "JS Affiliates") 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 a Joinder Agreement, Waiver and Second Amendment to Note Purchase Agreement and as further amended from time to time, the "Note Purchase Agreement");

WHEREAS, concurrently herewith Grantor, JS Affiliates, Olympic Optical Company, LLC, the Holders and the Term C Agent are entering into a Joinder Agreement, Waiver and Third Amendment to Note Purchase Agreement ("Amendment and Agreement"); and

WHEREAS, pursuant to the Amendment and Agreement, Grantor is required to execute and deliver to the Holders, this First Amendment to amend Schedule I to the Patent Security Agreement 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, 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 Note Purchase Agreement.
2. **AMENDMENT TO PATENT SECURITY AGREEMENT.** Schedule I to the Patent Security Agreement is hereby amended and restated in its entirety to read as set forth 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 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, the 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 SAFETY, LLC, as Grantor

By: *Michael A. Pruss*
Name: Michael A. Pruss
Title: Vice President and Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

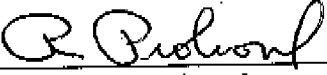
STATE OF Missouri)
COUNTY OF St. Charles) ss.

On May 31, 2005, 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 executed the same in his/her authorized capacity on behalf of Jackson Safety, LLC, a Delaware corporation, and that by his/her on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Cheryl E Young
Notary Public
{seal} CHERYL E. YOUNG
Notary Public - State of Missouri
County of St. Charles
My Commission Expires Sep. 9, 2008

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Term C Agent

By: 
Name: Richard Prokosch
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

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:

JACKSON PRODUCTS, INC.
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 phototransistor	09/659,100	9/11/2000
Jackson Products	US	Eye-protection device having dual high voltage switching	11/035,805	1/10/05
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	10/915,929	8/11/04
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	11/089,930	3/25/05
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	11/054,927	2/10/05
Jackson Products	WIPO	Ventilated safety goggles	PCT/US03/40821	12/19/03
Jackson Products	WIPO	Eye Protection Device having dual high voltage switching	PCT/US04/26039	8/11/04

**JACKSON PRODUCTS, INC.
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	ES	Two-piece ornamental welding helmet	146577	146577	09/11/2000
Jackson Products	FR	Two-piece ornamental welding helmet	566 656	99 6157	01/17/2000
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	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	Reduced Sensitive to Low Intensity Light and Sharp Phototransistor	6,815,652	09/659,100	11/9/04
Jackson Products	US	Eye Protection Device Having Dual High Voltage Switching	6,841,772	10/139,837	1/11/05
Jackson Products	US	Microprocessor Based Automatically Dimmable High Protection Device	6,881,939	10/140,049	4/19/05
Jackson Products	US	Microprocessor Based Automatically Dimmable High Protection Device with Interruption Prevention	6,884,987	10/741,622	4/26/05
Jackson Products	US	Low Power Phototransistor Based Welding Helmet Providing Sensitive to Low Intensity Light and Sharp Phototransistor Response to High Intensity Light	6,855,922	10/827,014	2/15/05

SCHEDULE 1**PATENT APPLICATIONS**

Application No.
10/328,303
10/706,429
09/659,100
11/035,805
10/140,049
10/915,929
10/356,914
11/089,930
11/054,927

PATENT REGISTRATIONS

Patent No.
6,341,382
6,227,454
5,248,880
D431,328
5,208,688
5,252,817
5,751,258
5,533,206
5,347,383
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
6,815,652
6,841,772
6,881,939
6,884,987
6,855,922