

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 Products, Inc.

Additional name(s) of conveying party(ies) 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 \_\_\_\_\_

### 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

### 4. Application or patent number(s):

A. Patent Application No.(s)

See attached Schedule 1

☐ This document is being filed together with a new application.

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: 53

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 2,120

- ☒ 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 M. Pappa  
Signature

06/17/2005

Date

Nicole M. Pappa  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 16

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 \$2120.00 29222302

700228633

PATENT  
REEL: 017034 FRAME: 0921

RightFax

8/8/05 2:18

PAGE 004/022

Fax Server

**CONTINUATION OF RECORDATION FORM COVER SHEET****1. Name of conveying party(ies)**

Silencio/Safety Direct, Inc.  
American Allsafe Company  
TMT-Pathway, L.L.C.  
Flex-O-Lite, Inc.

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

CTDOCS/1631556.1

**SCHEDULE 1****FLEX-O-LITE, INC.  
PATENT APPLICATIONS**

<b>Application No.</b>
29/222,302

**AMERICAN ALLSAFE COMPANY  
PATENT APPLICATIONS**

<b>Application No.</b>
10/256,565
60/656,673

**JACKSON PRODUCTS, INC.  
PATENT APPLICATIONS**

<b>Application No.</b>
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

**TMT-PATHWAY, L.L.C.  
PATENT REGISTRATIONS**

<b>Patent No.</b>
4,859,983

**FLEX-O-LITE, INC.  
PATENT REGISTRATIONS**

<b>Patent No.</b>
4,951,407
4,859,983
5,630,675
5,679,437
D341,100
D341,099
D481,965
D502,660

**AMERICAN ALLSAFE COMPANY  
PATENT REGISTRATIONS**

<b>Patent No.</b>
D395,334
6,131,320
5,771,499
D401,608
5,216,759
D347,233
4,796,308

**JACKSON PRODUCTS, INC.  
PATENT REGISTRATIONS**

<b>Patent No.</b>
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

## SECOND AMENDMENT TO PATENT SECURITY AGREEMENT

THIS SECOND AMENDMENT TO PATENT SECURITY AGREEMENT, dated as of June 1, 2005 (this "Second 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).

### WITNESSETH:

WHEREAS, the Grantors and Term C Agent are parties to that certain Patent Security Agreement dated as of February 11, 2004 (as amended pursuant to a First Amendment to Patent Security Agreement dated August 27, 2004, 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 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 Grantors, Jackson Safety, LLC, 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, Grantors are required to execute and deliver to the Holders, this Second 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, 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.  
First Amendment to Patent Security 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 Second 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 Second Amendment and the Patent Security Agreement, as amended by this Second Amendment, constitute the entire agreement and understanding between the parties to this Second Amendment and supersede any and all prior agreements and understandings relating to the subject matter of this Second Amendment.


6. **COUNTERPARTS.** This Second 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 SECOND 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 Second Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

**JACKSON PRODUCTS, INC.  
SILENCIO/SAFETY DIRECT, INC.  
AMERICAN ALLSAFE COMPANY  
TMT-PATHWAY, L.L.C.  
FLEX-O-LITE, INC., as Grantors**

By: 

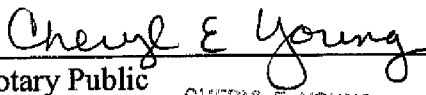
Name: Michael A. Pruss

Title: Vice President & Chief Financial Officer

ACKNOWLEDGMENT OF GRANTORS

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/they executed the same in his/her/their authorized capacity on behalf of Jackson Products, Inc., Silencio/Safety Direct, Inc., American Allsafe Company, TMT-Pathway, L.L.C. and Flex-O-Lite, Inc., 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, 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**  
**FLEX-O-LITE, INC.**  
**PATENT APPLICATIONS**

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Date Filed</b>
Flex-O-Lite	US	Traffic barricade	29/222,302	1/27/05

**AMERICAN ALLSAFE COMPANY  
PATENT APPLICATIONS**

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Date Filed</b>
American Allsafe Co.	CA	Floor sign	2,220,835	11/12/1997
American Allsafe Co.	US	Portable barricade system	10/256,565	9/26/2002
American Allsafe Co.	US	Traffic Cone	60/656,673	2/25/05

**JACKSON PRODUCTS, INC.  
PATENT APPLICATIONS**

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Application No.</b>	<b>Date Filed</b>
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

**TMT-PATHWAY, L.L.C.  
PATENT REGISTRATIONS**

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Serial No.</b>	<b>Issue Date</b>
TMT Pathway	US	Plastic Barricade	4,859,983		06/15/1988

**FLEX-O-LITE, INC.  
PATENT REGISTRATIONS**

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Serial No.</b>	<b>Issue Date</b>
Flex-O-Lite	US	Yieldable sign stand	4,951,407	07/117,032	08/28/1990
Flex-O-Lite	US	Plastic barricade	4,859,983	07/208,865	08/22/1989
Flex-O-Lite	US	Traffic channelizer base	5,630,675	08/531,101	05/20/1997
Flex-O-Lite	US	Reflective marking tape with mesh layer	5,679,437	08/509,658	10/21/1997
Flex-O-Lite	US	Solar powered barricade light	D341,100	07/934,341	11/09/1993
Flex-O-Lite	US	Solar powered barricade light	D341,099	07/934,152	11/09/1993
Flex-O-Lite	US	Channelizer drum and handle therefor	D481,965	29/174,609	11/11/2003
Flex-O-Lite	US	Traffic Barricade	D502,660	29/174,296	3/8/05

**AMERICAN ALLSAFE COMPANY  
PATENT REGISTRATIONS**

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>Patent No.</b>	<b>Serial No.</b>	<b>Issue Date</b>
American Allsafe Co.	AU	Floor sign	3733/1997	133915	05/29/1998
American Allsafe Co.	CA	Floor sign	1997-2896	83761	05/01/1998
American Allsafe Co.	DE	Floor sign	M9710640.2	2	11/12/1997
American Allsafe Co.	ES	Floor sign	141402	141,402	06/23/1998
American Allsafe Co.	FR	Floor sign	976458	976458	11/05/1997
American Allsafe Co.	GB	Floor sign	2,070,485	2,070,485	03/16/1998
American Allsafe Co.	HK	Floor sign	9710458	9710458.8	01/27/1998
American Allsafe Co.	IE	Floor sign	D431/97	D11929	02/13/1998
American Allsafe Co.	US	Floor sign	D395,334	29/070,636	06/16/1998
American Allsafe Co.	US	Floor sign	6,131,320	08/949,914	10/17/2000
American Allsafe Co.	US	Safety goggles having foamed-in-place face gasket	5,771,499	08/648,498	06/30/1998
American Allsafe Co.	AU	Safety spectacles	1077/1998	136250	01/19/1999
American Allsafe Co.	US	Safety spectacles	D401,608	29/078,248	11/24/1998
American Allsafe Co.	US	Safety goggles lens retention	5,216,759	07/867,752	06/08/1993
American Allsafe Co.	US	Safety goggles	D347,233	07/878,874	05/24/1994
American Allsafe Co.	US	Method for retaining goggles on helmet	4,796,308	07/150,733	01/10/1989

# 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