

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
Fibre-Metal Products L.L.C.	03/21/2007

RECEIVING PARTY DATA

Name:	Credit Suisse, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5806101
Patent Number:	5619754
Patent Number:	5319808
Patent Number:	4774723

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 840750

NAME OF SUBMITTER:

Matthew Mayer

CH \$160.00 5806101

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PATENT
REEL: 019215 FRAME: 0029

Total Attachments: 6

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT ("Patent Security Agreement"), dated as of March 21, 2007, by made by Fibre-Metal Products L.L.C., a Delaware limited liability company (the "Grantor"), in favor of Credit Suisse, in its capacity as administrative agent pursuant to the Guarantee and Collateral Agreement (as defined below) (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as September 19, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Lenders, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders, a security interest in and to all of Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time by a Grantor (collectively, the "Pledged Patent Collateral"):

- (a) all Patents listed on Schedule I attached hereto; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Pledged Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Pledged Patent Collateral shall be released from the security interest created hereby, and this Patent Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Pledged Patent Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Administrative Agent shall deliver to the Grantor any Pledged Patent Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

If any of the Pledged Patent Collateral shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the security interest created hereby on such Pledged Patent Collateral.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.


SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

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

Very truly yours,

FIBRE-METAL PRODUCTS L.L.C.

By: 
Robert A. Peterson
President

Accepted and Agreed:

CREDIT SUISSE

acting through its Cayman Islands Branch, as Administrative Agent

By: 
Name: BILL O'DALY
Title: DIRECTOR

By: 
Name: MIKHAIL FAYBUSOVICH
Title: ASSOCIATE

SCHEDULE I
to the
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND PATENT APPLICATIONS

UNITED STATES PATENTS:

Title	Country	Patent No. Issue Date	Pub.No./ Pub. Date	Applic. No./ Filing Date	Expiration Date
FACE ATTACHMENT ACCESSORY FOR PROTECTIVE CAPSIVE	U.S.	5,806,101 09/15/1998		08/775,862 01/02/1997	
PROTECTIVE CAP WITH REVERSIBLE HEADBAND	U.S.	5,619,754 04/15/1997		08/387,341 02/13/1995	
IMPACT ABSORBING PROTECTIVE CAP	U.S.	5,319,808 12/02/1993		07/890,830 06/01/1992	
WELDING MASK LENS SPRING AND FLASH BARRIER	U.S.	4,774,723 10/04/1988		07/020,716 03/02/1987	
FACE ATTACHMENT ACCESSORY FOR PROTECTIVE CAPSIVE	Canada	2219443 07/02/1998			
IMPACT ABSORBING PROTECTIVE CAP	Canada	2097371 11/03/1998			
WELDING MASK LENS SPRING AND FLASH BARRIER	Canada	1282902 04/16/1991			
WELDING MASK LENS SPRING AND FLASH BARRIER	Germany	3806567 09/15/1988			
WELDING MASK LENS SPRING AND FLASH BARRIER	Great Britain	2202644 09/28/1988			
WELDING MASK LENS SPRING AND FLASH BARRIER	Japan	63296754 12/02/1988			

WELDING MASK LENS SPRING AND FLASH BARRIER	The Netherlands	8800469 10/03/1988			
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UNITED STATES PATENT APPLICATIONS:

None