# 43875

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# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
North Safety Products L.L.C.	03/21/2007

## RECEIVING PARTY DATA

Name:	Credit Suisse, as Administrative Agent	
Street Address:	1 Madison Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	

#### PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	6243875
Patent Number:	5385141
Patent Number:	6031042
Patent Number:	6497756
Patent Number:	6408845
Patent Number:	6817362
Patent Number:	5059477
Patent Number:	6039829
Patent Number:	4804432
Patent Number:	6044842
Patent Number:	5133458
Patent Number:	5165263
Patent Number:	5598724
Patent Number:	6708376
Patent Number:	D484436

**PATENT** 

REEL: 019215 FRAME: 0076

Patent Number:	D484437	
Patent Number:	7143633	
Patent Number:	5799760	
Patent Number:	5365757	

#### **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

#### **Total Attachments: 8**

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#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT ("Patent Security Agreement"), dated as of March 21, 2007, by made by North Safety 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. <u>Defined Terms</u>. 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.

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SECTION 4. <u>Termination</u>. 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. <u>Counterparts</u>. 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. <u>GOVERNING LAW</u>. 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]

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

Very truly yours,

NORTH SAFETY PRODUCTS L.L.C.

By:

Robert A. Peterson

President

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Accepted and Agreed:

CREDIT SUISSE

acting through its Cayman Islands Branch, as Administrative Agent

By:

Name:

Title:

BILL O'DALY DIRECTOR

Ву:

Name: Title: MIKHAIL FAYBUSOVICH ASSOCIATE

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# SCHEDULE I to the PATENT SECURITY AGREEMENT

# PATENT REGISTRATIONS AND PATENT APPLICATIONS

# **UNITED STATES PATENTS:**

	Country	Patent No/Issu. Date	
Yoke for Harness of a Respirator			
	Canada	1260797	9/26/89
Valve Assembly for a Respirator		1269587	518307
	Canada	5/29/05	9/16/86
Valve Assembly for a Replaceable			
Filter Respirator	South Korea	9309922	
Thermobonded Gloves		2293509	2293509
	Canada	12/10/1998	5/22/98
Thermobonded Gloves	l.,	501574	501574
	New Zealand	2/5/02	5/22/98
Thermobonded gloves	l	729071	7520/98
	Australia	5/10/01	5/22/98
Thermobonded Gloves	****	6243875	09/216188
	USA	6/12/01	12/18/98
Thermobonded gloves	Canada	2293509	
Speech Diaphragm and Exhalation		660783	3698293
Valve	Australia	10/23/95	4/16/93
Speech Diaphragm and Exhal		9302626	939302626
Valve	South Africa	12/29/93	4/14/93
Speech Diaphragm & Exhal Valve		5385141	869802
	USA	1/31/2005	4/16/92
Speech Diaphragm & Exhal Valve		0566400	93302917.5
	EPO	4/15/03	4/15/93
Speech Diaphragm & Exhal Valve	2.0	2093871	2093871
	Canada	04/13/05	4/13/93
Speech Diaphragm & Exhal Valve	Canada		
Speech Diaphragin & Exhar Varve	6.	5000645	9607633-6
0 10'1 4 E 1 111 1	Singapore	4/15/03	4/15/93
Speech Diaphgram & Exhal Valve		9302208	9302208
	Mexico	9/25/96	4/16/93
Soft Nitrile Rubber Formulation	i	727151	35720/97
0.037	Australia	3/22/01	6/19/97
Soft Nitrile Rubber Formulation	G 1.		2258814
O. O. W. T. D. 11 D 1	Canada	0005000	6/19/97
Soft Nitrile Rubber Formulation	EDO	0925329	97932198.1
C. ANEAU. D. H Francisco	EPO	6/16/2005	6/19/97
Soft Nitrile Rubber Formulation	Simon	60902	9806186-4
Soft Nitrile Rubber Formulation	Singapore	5/23/00	6/19/97
SOH NITTIC KUDDET FORMULATION	D1	4/20/02	P19709881-7
Soft Nitrile Rubber Formulation	Brazil	4/28/03	6/19/03
Son Nume Rubber Formulation	Indonesia		P-972115
	Indonesia		6/19/97

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Title	Country	Patent No./Issue Date	Application No /Filing Date
Soft Nitrile Rubber (Chemsoft)		6031042	667008
` ,	USA	2/29/00	6/20/96
Soft Nitrile Glove Formulation		3517246	10-503292
	Japan	1/30/04	6/19/97
Soft Nitrile Rubber Composition Production	wo	9748765	
110000000		12/24/1997	
Soft Nitrile Rubber Composition Production	Australia	9735720	
		1/7/1998	
Soft Nitrile Rubber Composition Production	Japan	2000512684	:
riodiction		9/26/2000	
Soft Nitrile Rubber Composition Production	EP	925329	
Production		3/16/2005	
Soft Nitrile Rubber Composition Production	DE	69732778	
Production		4/21/2005	
Service life indicator for respirator			01971030.0 2113 12/09/01
cartridge	EPO	pending	12/09/01
Service life indicator for respirator		2405552	2405552
cartridge	Canada	9/12/01	9/12/01
Service life indicator for respirator		6497756	09/659296
cartridge	USA	12/24/02	9/12/00
Respiratory Filter	USA	6408845	09/081144
Respirator Cartridge with service		6497756	
life indicator	USA	12/24/02	9/12/00
Respirator cartridge with service		2001290966	
life indicator	Australia	3/26/02	9/12/01
Respirator		6817362	110702
2140	USA	8/10/01	4/12/02
Respirator		2456216	
	Canada	8/10/01	2/20/03
Protective Garment		5059477	785094
	USA	10/22/91	
Remirator	wo	200313657	
Respirator	""	2/20/2003	
Respirator Cartridge	wo	200222237	
reshitator carringle	110	3/21/2002	
Respirator Cartridge	EP	1305104	
		5/2/2003	
Respirator Cartridge	Japan	2004508153	
		3/18/2004	

Tide 2 kg 1	Gountry	Patent No /Issue	Application (3.4.) No Filing Date
Method of Making Thermobonded gloves	***	6039829	08/870837
	USA	3/21/00	6/6/97
Manufacturer of Gloves		4804432	16034
	USA	2/14//89	2/17/87
	(	6408845	081144
Improved Respirator Filter	USA	6/25/02	5/19/98
Gasketless Connecting Adapter		6044842	081534
	USA	4/4/00	5/19/98
Gloves Produced From Thermoplastic Material	wo	9855299 12/10/1998	
Thermopiasue Material		12/10/1998	
Gloves Produced From	Australia	9875920	ŀ
Thermoplastic Material	İ	5/22/1998	
Gloves Produced From	EP	993373	
Thermoplastic Material		4/19/2000	
Face Mask Positive Pressure Test			00.50.5
Sealing Device	710 4		035345
	USA	5122450	9/30/05
Ampule Type Inhalant Dispenser	T.C.4	5133458	678749
¥7.1 ¥ 4	USA	7/28/92	4/1/91
Valve Lock	770	5165263	
	USA	11/24/92	1/17/92
Valve Lock		2078812	0.100.100
	CA	7/18/93	9/22/92
Valve Lock		92115758	24.5122
D 0 321 0 C . Y 1	EP	8/11/93	9/15/92
Butterfly Valve Safety Lock	7701	5598724	10/06/06
D D' G 10 1D :	USA	2/4/97	12/26/95
Face Piece Seal Check Device	WIPO	2006118599	2005US35345 9/30/05
Length Adjustment Mechanism		2405926	2405926
for a Strap	CA	4/4/01	10/1/02
Length Adjustment Mechanism		1405576	2003291593
for a Strap	EPO	4/7/04	6/27/03
Length Adjustment Mechanism		6708376	
for a Strap	USA	3/23/04	10/1/02
Length Adjustment Mechanism	USA		
for a Strap	USA	D484436 12/30/03	10/1/02
Knob for a Length Adjustment	USA	†	1011102
Mechanism for a Strap	USA	D484437	2/26/03
Valve	USA	12/30/03	2,20,00
Valve	UK	9923010	9/30/99
Portable Testing Apparatus for			2100122
Electrical Insulating Gloves	TICA	7143633	12/27/04
	USA	12/5/06	4 M M 11 VT
Energy Absorbing Device	770.4	5799760	10/50/06
0.0.7.4	USA	9/1/98	10/10/96
Safety Lock		5365757	c 19.4 14.0 0.5
	USA	11/22/94	6/21/1993

# UNITED STATES PATENT APPLICATIONS:

None

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PATENT REEL: 019215 FRAME: 0085

**RECORDED: 04/26/2007**