

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement to that certain Credit Agreement

CONVEYING PARTY DATA

Name	Execution Date
MacLean Jameson, LLC, a Delaware limited liability company	06/21/2007

RECEIVING PARTY DATA

Name:	CapitalSource Finance, LLC, a Delaware limited liability company
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	4945461
Patent Number:	5106056
Patent Number:	5201495
Patent Number:	5340084
Patent Number:	5564821
Patent Number:	5738438
Patent Number:	5860730
Patent Number:	6272754
Patent Number:	6598860
Patent Number:	6964495
Patent Number:	D445010
Patent Number:	D445324

CORRESPONDENCE DATA

Fax Number: (214)758-1550

PATENT

500305962

REEL: 019489 FRAME: 0849

OP \$480.00 4945461

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

013043.0461

NAME OF SUBMITTER:

Darren W. Collins

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made as of June 21, 2007, to be effective immediately after consumation of the Closing Date Acquisition (the "Effective Date"), by MacLean Jameson, L.L.C., a Delaware limited liability company (including any of its successors or permitted assignees, "**Grantor**"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Jameson Holding Company, LLC, a Delaware limited liability company ("Holdings"), the Agent, the Lenders and certain other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to Holdings certain amounts pursuant to the credit facilities set forth therein (collectively, the "**Loans**"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Grantor pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure Grantor's prompt and complete payment of the Loans and the performance of all of Grantor's Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property to the extent that the granting of a security interest therein is specifically prohibited in writing by, or would constitute an event of default under or would grant a party a termination right under any agreement governing such right unless or would grant a party a termination right under any agreement governing such right unless such prohibition is not enforceable or is otherwise ineffective under Applicable Law (all such non-excluded collateral, the "**IP Collateral**");

(a) All of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyright rights in any work subject to copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright

Intellectual Property Security Agreement (MacLean Jameson)

Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including those set forth on Schedule A attached hereto, and (ii) all reissues, extensions or renewals thereof (collectively, the "Copyrights");

(b) All of the following in which Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, including those set forth on Schedule B attached hereto, and (ii) all reissues, re-examinations, continuations or extensions thereof (collectively, the "Patents");

(c) All of the following now owned or hereafter adopted or acquired by Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; including those set forth on Schedule C attached hereto, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation and only upon and during the continuance of an Event of Default, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything herein to the contrary, such grant of a security interest shall not extend to, and the term "IP Collateral" shall not include any General Intangibles (as defined in the UCC) or other property of any Grantor to the extent that (x)(A) they are not assignable or capable of being encumbered as a matter of law or under the terms of any license or other agreement applicable thereto without the consent of the licensor thereof or other applicable party

thereto, and (B) such consent has not been obtained or (y) in the case of Intellectual Property for which the grant of a security interest would terminate, invalidate, void or abandon such Intellectual Property; provided, however, that the foregoing grant of a security interest shall extend to, and the term "IP Collateral" shall include, each of the following: (1) any General Intangible, Intellectual Property, contracts or any other property which is in the nature of an Account (as defined in the UCC) or a right to the payment of money or a proceed of, or otherwise related to the enforcement or collection of, any Account or right to the payment of money, or goods which are the subject of any Account or right to the payment of money, (2) any and all proceeds of any General Intangible, Intellectual Property, contracts or any other property that is otherwise excluded to the extent that the assignment, pledge or encumbrance of such proceeds is not so restricted and (3) upon obtaining the consent of any such licensor or other applicable party with respect to any such otherwise excluded General Intangible, Intellectual Property, contracts or any other property, such General Intangible, Intellectual Property, contracts or any other property as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and from the term "IP Collateral." Agent shall not contact licensors of Grantor to obtain any consents to assign any license without the prior written consent of Grantor unless an Event of Default under the Credit Agreement has occurred and is continuing and any cure period applicable thereto has expired.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks file and record this IP Security Agreement in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Release. The security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) in accordance with the provisions of Section 12.3 of the Credit Agreement. Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Security Agreement. The rights and remedies of Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all

counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first written above.

MacLean Jameson, L.L.C.


By:
Name:
Title:

A handwritten signature in black ink, appearing to read "Thomas B. Gates", written over a horizontal line.

AGENT:

CAPITALSOURCE FINANCE LLC

By:
Name:
Title:


Peggy Balsawer
Associate General Counsel
Corporate Finance

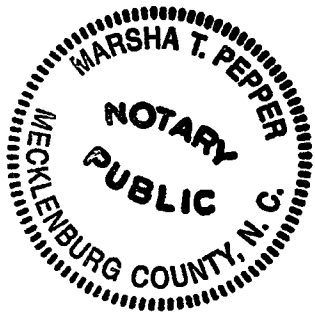
ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Mecklenburg :

Before me, the undersigned, a Notary Public, on this 20th day of June, 2007, personally appeared Thomas B. Cates to me known personally, who, being by me duly sworn, did say that he is the President of MacLean Jameson, L.L.C., a Delaware limited liability company, and that said Intellectual Property Security Agreement was signed on behalf of said limited liability company, and the said Thomas B. Cates acknowledged said instrument to be his free act and deed.




Notary Public
My Commission Expires: 1-23-2010

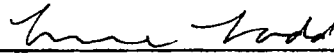
ACKNOWLEDGMENT

STATE OF Maryland :

: SS

COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 20 day of June, 2007, personally appeared Peggy Balsawer to me known personally, who, being by me duly sworn, did say that he is the Assoc. General Counsel, CFB of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Assoc. General Counsel, CFB acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: 3/30/09

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B
PATENT COLLATERAL

Registered Patents

<u>Patent No.</u>	<u>Title</u>	<u>Date Issued</u>
4,945,461	Portable Work Light with Replaceable Scuff Guard	July 31, 1990
5,106,056	Fish Tape Reel and Reel Assembly	April 21, 1992
5,201,495	Fish Tape Reel and Reel Assembly	April 13, 1993
5,340,084	Fish Tape Reel and Reel Assembly with Detachable Accessory Storage Compartment	August 23, 1994
5,564,821	Shock Absorbing Bulb Socket for Hand-Held Light	October 15, 1996
5,738,438	Hand-Held Fluorescent Light	April 14, 1998
5,860,730	Hand-Held Fluorescent Light Including a Shock-Absorbing Bulb Socket	January 19, 1999
6,272,754	Retrofit Handle Attachment for Scissors	August 14, 2001
6,598,860	Ripped Fishtape	July 29, 2003
6,964,495	Portable Reduced-Emissions Work Light	November 15, 2005
D445,010S	Scissors	July 17, 2001
D445,324S	Scissor Handle Attachment	July 24, 2001
<u>Canadian Patent:</u>		
2,362,083	Retrofit Handle Attachment for Scissors	April 19, 2005

Pending Patent Applications

U.S. Patent Application No.

11/306,021

Date Filed

December 2005

60/870,657

December 2006

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>Registration No.</u>	<u>Title</u>	<u>Registration Date</u>
1,667,244	STUBBY LIGHT	December 3, 1991
1,563,070	BUDDY	October 31, 1989
1,179,873	SAFE-STIK	December 1, 1981
1,560,715	HANDI-LIGHT	October 17, 1989
2,718,116	SNIP GRIP	May 20, 2003
2,642,906	JAMESON	October 29, 2002

Pending Trademark Applications

None.

Unregistered Trademarks

WEE BUDDY
LITTLE BUDDY
GOOD BUDDY
BIG BUDDY
EASY BUDDY

SCHEDULE D
DOMAIN NAMES

<u>Domain</u>	<u>Creation Date</u>	<u>Expiration Date</u>
Jamesoncorp.com	March 24, 1998	March 23, 2008
Jamesonllc.com	February 11, 2002	February 11, 2016
Tentlights.com	March 22, 2002	March 22, 2008
Arboristtools.com	April 25, 2005	April 25, 2008
Lineclearancetools.com	April 25, 2005	April 25, 2008
Jamesontools.com	April 25, 2005	April 25, 2008
Layupsticks.com	April 25, 2005	April 25, 2008
Rodderfishtape.com	April 25, 2005	April 25, 2008