

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Second Lien Security Interest in United States Patents and Trademarks

CONVEYING PARTY DATA

Name	Execution Date
Cabot Safety Intermediate Corporation	06/12/2007

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Second Lien Collateral Agent
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	D528204
Application Number:	11335412
Application Number:	11293642
Application Number:	11357792
Application Number:	11357768
Application Number:	11629329
Application Number:	11696412
Application Number:	11584326
Application Number:	11679959
Application Number:	29260739
Application Number:	29260316
Application Number:	29260317
Application Number:	60811325
Application Number:	60811181

PATENT

500308996

REEL: 019520 FRAME: 0065

OP \$640.00 D528204

Application Number:	60811324
Application Number:	11704475

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

042525-0001

NAME OF SUBMITTER:

Rhonda DeLeon

Total Attachments: 12

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**Grant of Second Lien Security Interest
in United States Patents and Trademarks**

This **SECOND LIEN PATENT AND TRADEMARK SECURITY AGREEMENT** dated as of June 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of Bank of America, N.A. with offices at 1455 Market Street, 5th Floor, Mail Code: CA5-701-05-19, San Francisco, CA 94103 ("Bank of America"), as collateral agent (the "Collateral Agent") for the Secured Parties.

WHEREAS, the Grantors, the Lenders party thereto from time to time (the "Lenders"), Bank of America, as collateral agent, and certain other parties as named therein have entered into an Amended and Restated Second Lien Credit Agreement, dated as of June 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement")

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Grantors under the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Second Lien Security Agreement dated as of June 1, 2007 (the "Security Agreement") between the Grantors and the other grantors party thereto and the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United State Patent & Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Security Agreement;

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. The Grantors hereby pledge and grant to Collateral Agent, for the benefit of the Secured Parties, a security interest and continuing lien on all of the Grantors' right, title, and interest in, to, and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Patent and Trademark Collateral"):

- a. each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto, and all reissues, reexaminations, divisions, continuations, continuations-in-part, revisions, renewals or extensions thereof,
- b. each United States trademark, trademark registration, trademark application, service mark, service mark registration, and service mark application (but excluding in all cases all intent-to-use trademark applications for which a Statement of Use or an Amendment to Allege Use in connection therewith has not been filed and accepted by the United States Patent and Trademark Office) and all of the goodwill of the business connected with the

use of, and symbolized by, each such trademark, trademark registration, trademark application, service mark, service mark registration, and service mark application, including each United States Trademark referred to on Schedule B, and any extensions and renewals of any of the foregoing,

c. Trademark Licenses and Patent Licenses other than the Excluded Contracts, and

d. all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark

SECTION 3. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

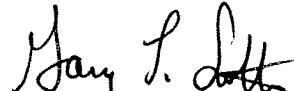
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CABOT SAFETY INTERMEDIATE
CORPORATION, as Grantor

By: 
Name:
Title:

AEARO COMPANY I (D/B/A AEARO
COMPANY), as Grantor

By: 
Name: Gary L. Sutton
Title: Assistant Treasurer

BANK OF AMERICA, N.A., as Collateral Agent,
as Grantee

By: Kathleen M. Carry
Name: Kathleen M. Carry
Title: Vice President

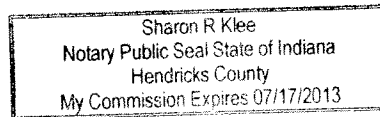
ACKNOWLEDGMENT OF GRANTORS

STATE OF Indiana)
COUNTY OF Hendricks) ss.

On this 11th day of June, 2007 before me personally appeared Jeffrey S. Kulkarni proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantors, who being by me duly sworn did depose and say that he is the Vice President Finance of each of Cabot Safety Intermediate Corporation and Aeero Company I (d/b/a Aeero Company) (together, the "Corporations"), and that said instrument was signed on behalf of the Corporations as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of the Corporations.

Sharon R Klee

Notary Public



Schedule A

PATENTS AND PATENT APPLICATIONS

<u>Grantor</u>	<u>Matter No.</u>	<u>Case Type</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Patent No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Issue Date</u>	<u>Expiration Date</u>	<u>Client Reference</u>	<u>Title</u>
Cabot Safety Intermediate Corporation	CAO-0579-D	DES	29/251771		D528204	Granted	12-Jan-2006		12-Sep-2006	12-Sep-2020		Hearing Protection Device

<u>Grantor</u>	<u>Matter No.</u>	<u>Case Type</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Publication No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Client Reference</u>	<u>Title</u>
Cabot Safety Intermediate Corporation	CAO-0793/ Ord	Ord	11/335412		0162992-A1	Published	19-Jan-2006	27-Jul-2006		Damped Premolded Plug
Cabot Safety Intermediate Corporation	CAO-1051/ ORD	ORD	11/293642		0080018-A1	Published	2-Dec-2005	12-Apr-2007		Low Attenuating Foam Earplug With Integral Handle
Cabot Safety Intermediate Corporation	CAO-0111-D	DIV	11/357792		0138691-A1	Published	17-Feb-2006	29-Jun-2006		Hearing Protective Device and Method of Making the Same
Cabot Safety Intermediate Corporation	CAO-0111-D2	DIV	11/357768		0141083-A1	Published	17-Feb-2006	29-Jun-2006		Hearing Protective Device and Method of Making the Same
No assignment filed	CAO-0519/3	PCT	11/629329			Pending	12-Dec-2006			Variable Geometry Lens
No assignment filed	CAO-0886/2	ORD	11/696412			Pending	04-Apr-2007			Traveling Fall Protection System
Cabot Safety Intermediate Corporation	CAO-1053/P	CIP	11/584326			Pending	20-Oct-2006			Earplug with Articulating Stem and Locking Features
No assignment filed	CAO-1166/2	ORD	11/679959			Pending	28-Feb-2007			Wireless Interface for Audiometers
Cabot Safety Intermediate Corporation	CAO-1270	DES	29/260739			Allowed	31-May-2006			Safety Eyewear

Schedule A-1

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<u>Grantor</u>	<u>Matter No.</u>	<u>Case Type</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Client Reference</u>	<u>Title</u>
Cabot Safety Intermediate Corporation	CAO-1271	DES	29/260,316		Pending	23-May-2006			Safety Eyewear
Cabot Safety Intermediate Corporation	CAO-1272	DES	29/260317		Allowed	23-May-2006			Safety Eyewear
No assignment filed	CAO-1306	PRO	60/811325		Pending	06-Jun-2006			Safety Eyewear Including a Removable Lens Carrier and a Prescription Insert
No assignment filed	CAO-1307	PRO	60/811181		Pending	06-Jun-2006			Safety Eyewear
No assignment filed	CAO-1308	PRO	60/811324		Pending	06-Jun-2006			Safety Eyewear Including a Flexible Cable Attachment
Cabot Safety Intermediate Corporation	CAO-1405	PRI	11/704475		Pending	09-Feb-2007			Low Sound Attenuating Hearing Protection Device with Filter Arrangement

Schedule A-2

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Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark Name</u>	<u>Matter No.</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration Date</u>	<u>Next Renewal</u>	
Cabot Safety Intermediate Corporation	BARRAGE	CAO-1104-T/	78/830766		Published	07-Mar-2006	27-Jun-2006		9	
Cabot Safety Intermediate Corporation	CALIBER	CAO-1159-T/	78/834016		Published	10-Mar-2006	27-Jun-2006		9	
Cabot Safety Intermediate Corporation	COOLMAX CUP	CAO-1404-T/	77/072336		Pending	28-Dec-2006			9	
Cabot Safety Intermediate Corporation	CUSTOME-A-R	CAO-1329-T/	77/078357		Pending	08-Jan-2007			9	
Cabot Safety Intermediate Corporation	E Z FIT	CAO-1161-T/	78/826336		Pending	01-Mar-2006			9	
Cabot Safety Intermediate Corporation	E-A-R SPECIALTY COMPOSITES	CAO-1347-T/	77/059926		Pending	08-Dec-2006			40	

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<u>Grantor</u>	<u>Trademark Name</u>	<u>Matter No.</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration Date</u>	<u>Next Renewal</u>	
Cabot Safety Intermediate Corporation	E-A-R TONE	CAO-1467-T/	77/149627		Pending	05-Apr-2007				10
Cabot Safety Intermediate Corporation	E-A-RFIT	CAO-1332-T/	77/078365		Pending	08-Jan-2007				9
Cabot Safety Intermediate Corporation	ELAVATION	CAO-1324-T/	78/962600		Published	29-Aug-2006	16-Jan-2007			9
Cabot Safety Intermediate Corporation	EVP	CAO-1185-T/	78/903871		Published	08-Jun-2006	02-Jan-2007			9
Cabot Safety Intermediate Corporation	EZ-INS	CAO-1410-T/	77/067375		Pending	19-Dec-2006				9
Cabot Safety Intermediate Corporation	GROUND HOG	CAO-1247-T/	78/878935		Published	08-May-2006	31-Oct-2006			9
Cabot Safety Intermediate Corporation	HEAR WEAR	CAO-1285-T/	78/906523		Pending	13-Jun-2006				9
Cabot Safety Intermediate Corporation	KINETIC	CAO-1283-T/	78/942229		Published	01-Aug-2006	16-Jan-2007			9

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<u>Grantor</u>	<u>Trademark Name</u>	<u>Matter No.</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration Date</u>	<u>Next Renewal</u>
Cabot Safety Intermediate Corporation	NOISE NAVIGATOR	CAO-1147-T/	78/827442		Pending	02-Mar-2006			
Cabot Safety Intermediate Corporation	ORDNANCE (amended to ORDNANCE)	CAO-1171-T/	78/903809		Published	08-Jun-2006	02-Jan-2007		9
Cabot Safety Intermediate Corporation	ORDNANCE (now redundant; to be abandoned)	CAO-1412-T/	77/048813		Pending	21-Nov-2006			9
Cabot Safety Intermediate Corporation	PERIMETER	CAO-1192-T/	78/903827		Published	08-Jun-2006	02-Jan-2007		9
Cabot Safety Intermediate Corporation	PIRANHA	CAO-1202-T/	78/903858		Published	08-Jun-2006	02-Jan-2007		9
Cabot Safety Intermediate Corporation	POD PLUGS	CAO-1418-T/	77/053114		Pending	29-Nov-2006			9
Cabot Safety Intermediate Corporation	SAFEDESCENT	CAO-1156-T/	78/903890		Pending	08-Jun-2006			9

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<u>Grantor</u>	<u>Trademark Name</u>	<u>Matter No.</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration Date</u>	<u>Next Renewal</u>
Cabot Safety Intermediate Corporation	SALVO	CAO-1106-T/	78/830759		Published	07-Mar-2006	27-Jun-2006		9
Cabot Safety Intermediate Corporation	SEAHAWK	CAO-1289-T/	78/903884		Pending	08-Jun-2006			9
Cabot Safety Intermediate Corporation	SKULL SCREWS	CAO-1168-T/	78/834012		Published	10-Mar-2006	17-Oct-2006		9
Cabot Safety Intermediate Corporation	SUPERSHEET	CAO-1162-T/	78/826320	3193658	Registered	01-Mar-2006	17-Oct-2006	02-Jan-2007	02-Jan-2017 17
Cabot Safety Intermediate Corporation	TACTILE-FIT	CAO-1257-T/	78/868668		Published	25-Apr-2006	31-Oct-2006		9
Cabot Safety Intermediate Corporation	THOR 3D	CAO-1132-T/	78/832019		Pending	08-Mar-2006			9
Cabot Safety Intermediate Corporation	TUFshield	CAO-1155-T/	78/838919		Published	16-Mar-2006	17-Oct-2006		17
Cabot Safety Intermediate Corporation	VALOR	CAO-1099-T/	78/830770		Published	07-Mar-2006	27-Jun-2006		9

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<u>Grantor</u>	<u>Trademark Name</u>	<u>Matter No.</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration Date</u>	<u>Next Renewal</u>	
Cabot Safety Intermediate Corporation	WARTHOG	CAO-1248-T/	78/878927		Published	08-May-2006	31-Oct-2006			9