Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
JP Safety, Inc.	09/07/2007
JP Safety, LLC	09/07/2007
American Allsafe Company	09/07/2007
Jackson Products, Inc.	09/07/2007

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.				
Street Address:	222 North LaSalle Street				
City:	Chicago				
State/Country:	ILLINOIS				
Postal Code:	60601				

PROPERTY NUMBERS Total: 60

Property Type	Number
Patent Number:	4859983
Patent Number:	4951407
Patent Number:	5630675
Patent Number:	D341100
Patent Number:	D341099
Patent Number:	D481965
Patent Number:	D502660
Patent Number:	5771499
Patent Number:	D401608
Patent Number:	5216759
Patent Number:	D347233
Patent Number:	4796308
	PATENT

PATENT "REEL: 019825 FRAME: 0122

500354209

Patent Number:	6341382
Patent Number:	5248880
Patent Number:	D431328
Patent Number:	3143124
Patent Number:	0254713
Patent Number:	5208688
Patent Number:	0213581
Patent Number:	5252817
Patent Number:	5751258
Patent Number:	5533206
Patent Number:	5347383
Patent Number:	5519522
Patent Number:	5377032
Patent Number:	5074647
Patent Number:	D349588
Patent Number:	D353692
Patent Number:	5515186
Patent Number:	5959705
Patent Number:	6260197
Patent Number:	6070264
Patent Number:	6067129
Patent Number:	D366056
Patent Number:	D421449
Patent Number:	D431586
Patent Number:	D439598
Patent Number:	D454580
Patent Number:	D462980
Patent Number:	D462081
Patent Number:	D485856
Patent Number:	6815652
Patent Number:	6841772
Patent Number:	6881939
Patent Number:	6884987
Patent Number:	6855922
Patent Number:	7180047 PATENT

REEL: 019825 FRAME: 0123

Patent Number:	7026593
Patent Number:	7005624
Application Number:	10256565
Application Number:	60656673
Application Number:	10328303
Application Number:	10706429
Application Number:	09659100
Application Number:	11035805
Application Number:	10140049
Application Number:	10915929
Application Number:	10356914
Application Number:	11089930
Application Number:	11054927

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ATTORNEY DOCKET NUMBER: 5125.160

NAME OF SUBMITTER: rena kollias

Total Attachments: 10

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 7th day of September, 2007, by JP Safety, LLC, a Delaware limited liability company ("JP LLC"), JP Safety, Inc., a Delaware corporation ("JP Inc."), American Allsafe Company, a Delaware corporation ("AAC"), and Jackson Products, Inc., a Delaware corporation ("Borrower"; Borrower, JP LLC, JP Inc. and AAC each individually a "Grantor" and collectively the "Grantors"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Borrower, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantors and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Security Agreement</u>. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter created, acquired or arising:
 - (i) each Patent and application for Patent set forth across such Grantor's name on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

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- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent.
- BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lender or Grantors, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

Patent Security Agreement

PATE

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

By Within Its VP and CFO	<u> </u>
JP SAFETY, INC.	
By Will and CHO	
AMERICAN ALLSAFE COMPANY	
By WillAty_ Its VP and CFO	
By UNCHTY	

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent

By David A. Coleman
Vice President

Patent Security Agreement

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PATENT

SCHEDULE 1

PATENT REGISTRATIONS

Company	Country Title Pater		Patent No.	Serial No.	Issue Date	
JP Safety, LLC	US	Plastic Barricade	4,859,983		06/15/1988	
JP Safety, Inc.	US	Yieldable sign stand	4,951,407	07/117,032	08/28/1990	
JP Safety, Inc.	US	Plastic barricade	4,859,983	07/208,865	08/22/1989	
JP Safety, Inc.	US	Traffic channelizer	5,630,675	08/531,101	05/20/1997	
		base				
JP Safety, Inc. US		Solar powered	D341,100	07/934,341	11/09/1993	
		barricade light				
JP Safety, Inc.	US	Solar powered	D341,099	07/934,152	11/09/1993	
		barricade light				
JP Safety, Inc.	US	Channelizer drum	D481,965	29/174,609	11/11/2003	
		and handle therefor				
JP Safety, Inc.	US	Traffic Barricade	D502,660	29/174,296	3/8/05	
American	US	Safety goggles	5,771,499	08/648,498	06/30/1998	
Allsafe Co.		having foamed-in-				
	* T.C	place face gasket	D 101 600	20/070 2/0	11/21/1000	
American	US	Safety spectacles	D401,608	29/078,248	11/24/1998	
Allsafe Co.	TIO	G C . 1 1	5.016.750	07/0/7 750	06/00/1000	
American	US	Safety goggles lens	5,216,759	07/867,752	06/08/1993	
Allsafe Co.	TIC	retention	D247 022	07/070 074	05/04/1004	
American	US	Safety goggles	D347,233	07/878,874	05/24/1994	
Allsafe Co. American	US	Mothod for notaining	4.706.209	07/150 722	01/10/1000	
Allsafe Co.	US	Method for retaining goggles on helmet	4,796,308	07/150,733	01/10/1989	
Jackson	US	One-piece	6,341,382	09/707,057	01/29/2002	
Products, Inc.		adjustable headgear	0,341,362	09//0/,03/	01/29/2002	
		support				
Jackson	US	Detector system for	5,248,880	07/814,372	09/28/1993	
Products, Inc.	OS	detecting the	3,240,000	07/614,372	09/26/1993	
rroducts, mc.		occurrence of				
		welding				
Jackson	US	Two-piece welding	D431,328	29/103,213	09/26/2000	
Products, Inc.		helmet	2 .5 .,5 2.0	25,105,215	07/20/2000	
Jackson	JP	Eye protection	3143124	4-505867	12/22/2000	
Products, Inc.	,	device for welding			12.22.200	
Troducts, Inc.		helmets				
Jackson	KR	Eye protection	254713	702479/92	02/07/2000	
Products, Inc.		device for welding				
		helmets				
Jackson	US	Eye protection	5,208,688	07/653,661	05/04/1993	
Products, Inc.		device for welding		'		
1 roducts, IIIc.		device for welding		L		

Company	Country	Title			Issue Date
		helmets			
Jackson Products, Inc.	KR	Speed shuttering with consistent performance	213581	702974/92	05/14/1999
Jackson Products, Inc.	US	Detector feedback	5,252,817	07/674,850	10/12/1993
Jackson Products, Inc.	US	Speed shuttering with consistent performance	5,751,258	08/707,269	05/12/1998
Jackson Products, Inc.	US	Welding helmet with removable electronic quick change cartridge	5,533,206	08/518,144	07/09/1996
Jackson Products, Inc.	US	High speed, low power driving circuit for liquid crystal shutter	5,347,383	00/943,994	09/13/1994
Jackson Products, Inc.	US	Mirror and indium tin oxide layer	5,519,522	08/105,734	05/21/1996
Jackson Products, Inc.	US	Switching mechanism	5,377,032	08/013,966	12/27/1994
Jackson Products, Inc.	US	Liquid crystal lens assembly for eye protection	5,074,647	07/447,297	12/24/1991
Jackson Products, Inc.	US	Welding lens assembly	D349,588	29/000,226	08/09/1994
Jackson Products, Inc.	US	Welding lens assembly	D353,692	29/008,943	12/20/1994
Jackson Products, Inc.	US	Incident light	5,515,186	08/089,265	05/07/1996
Jackson Products, Inc.	US	Method	5,959,705	08/623,972	09/28/1999
Jackson Products, Inc.	US	Welding helmet with conical pivoting mechanism for head gear strap	6,260,197	09/288,875	07/17/2001
Jackson Products, Inc.	US	Shade control	6,070,264	09/289,257	06/06/2000
Jackson Products, Inc.	US	Welding lens with integrated display and method	6,067,129	08/616,264	05/23/2000
American Allsafe Co., Inc.	U.S.	Sunglasses	D366,056		1/9/1996
American Allsafe Co.	U.S.	Pair of Sunglasses/Safety	D421,449		3/7/2000

Company	Country			Serial No.	. Issue Date	
		Glasses				
American Allsafe Co.	U.S.	Sunglasses	D431,586		10/3/2000	
American Allsafe Co.	U.S.	Safety Glasses	D439,598		3/27/2001	
American Allsafe Co.	Taiwan	Safety Glasses	ND-082620		4/14/2003	
American Allsafe Co.	Taiwan	Safety Glasses	UM-160269		6/1/2000	
American Allsafe Co.	U.S.	Safety Glasses	D454,580		3/19/2002	
American Allsafe Co.	Taiwan	Safety Glasses	ND-090305	910300269	9/7/2004	
American Allsafe Co.	U.S.	Safety Glasses	D462,980		9/17/2002	
American Allsafe Co.	U.S.	Safety Glasses	D462,081		8/27/2002	
American Allsafe Co.	Taiwan	Safety Glasses	ND-084743		9/16/2003	
American Allsafe Co.	U.S.	Safety Glasses	D485,856		1/27/2004	
American Allsafe Co.	Taiwan	Safety Glasses	ND-101027	92306553	10/21/2004	
Jackson Products, Inc.	US	Reduced Sensitive to Low Intensity Light and Sharp Phototransistor	6,815,652	09/659,100	11/9/04	
Jackson Products, Inc.	US	Eye Protection Device Having Dual High Voltage Switching	6,841,772	10/139,837	1/11/05	
Jackson Products, Inc.	US	Microprocessor Based Automatically Dimmable High Protection Device	6,881,939	10/140,049	4/19/05	
Jackson Products, Inc.	US	Microprocessor Based Automatically Dimmable High Protection Device with Interruption Prevention	6,884,987	10/741,622	4/26/05	
Jackson Products, Inc.	US	Low Power Phototransistor Based Welding	6,855,922	10/827,014	2/15/05	

Company	Country	Title	Patent No.	Serial No.	Issue Date
		Helmet Providing			
		Sensitive to Low		i	
		Intensity Light and			
		Sharp			
		Phototransistor			
		Response to High			
		Intensity Light			
Jackson	US	Eye-Protection	7,180,047		2/28/06
Products, Inc.		Device Having Dual		:	
		High Voltage			
		Switching			
Jackson	US	Eye-Protection	7,026,593		4/11/06
Products, Inc.		Device Having Dual			
		High Voltage			
		Switching			
Jackson	US	Low Power	7,005,624		2/28/06
Products, Inc.		Phototransistor-			
•		Based Welding			
	:	Helmet Providing			
		Reduced Sensitivity			
		To Low Intensity			
	:	Light And Sharp			
		Phototransistor			
		Response To High			
		Intensity Light			

PATENT APPLICATIONS

Company	Country	Title	Application No.	Date Filed
JP Safety, Inc.	US	Traffic barricade	29/222,302	1/27/05
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	US	Ventilated safety goggles	10/328,303	12/20/2002
Jackson Products, Inc.	US	Earmuff having anatomically fitting cups	10/706,429	2/7/2003
Jackson Products, Inc.	EP	Reduced sensitivity to low intensity light and sharp phototransistor	01121569.6	9/10/2001
Jackson Products, Inc.	US	Reduced sensitivity to low intensity light and sharp phototransistor	09/659,100	9/11/2000
Jackson Products, Inc.	US	Eye-protection device having dual high voltage switching	11/035,805	1/10/05
Jackson Products, Inc.	US	Microprocessor based automatically dimmable eye protection device	10/140,049	5/3/2002
Jackson Products, Inc.	US	Eye-protection device having dual high voltage switching	10/915,929	8/11/04
Jackson Products, Inc.	US	Low cost hearing protection device	10/356,914	2/3/2002
Jackson Products, Inc.	US	Microprocessor based automatically dimmable eye protection device with interruption prevention	11/089,930	3/25/05
Jackson Products, Inc.	US	Low power photo- transistor-based welding helmet providing reduced sensitivity to low	11/054,927	2/10/05

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		intensity light and sharp phototransistor response to high intensity light		
Jackson Products,	WIPO	Ventilated safety	PCT/US03/408	12/19/03
Inc.		goggles	21	
Jackson Products,	WIPO	Eye Protection	PCT/US04/260	8/11/04
Inc.		Device having dual	39	
		high voltage		
		switching		
American Allsafe	Taiwan	Safety Glasses	91300337	1/29/2002
Co.				

RECORDED: 09/14/2007