

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

5024-67

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

The Hilsinger Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) Oct 2, 2007

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License Supplement to Patent
- Other Security Agreement

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: _____

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: USA Zip: 60661

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

A. Patent Application No. (s)

This document is being filed together with a new application.
B. Patent No. (s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Signature

10/29/07
Date

Laura Konrath

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 232428 6588897

SCHEDULE 1
TO
SUPPLEMENT TO PATENT SECURITY AGREEMENT

Continuation
Item
4

Registered Patents:

1. U.S. Patent Registration No. 6,588,897 for Safety Eyeglasses Frame, registered July 8, 2003.

Patent Applications: None.

IP Licenses: None.

Schedule 1

CHI:1982334.1

PATENT
REEL: 020035 FRAME: 0730

SUPPLEMENT TO PATENT SECURITY AGREEMENT

SUPPLEMENT TO PATENT SECURITY AGREEMENT (this "Supplement"), dated as of October 2, 2007, by The Hilsinger Company, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders party to the Credit Agreement described below ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 21, 2006 by and among Grantor, the Persons named therein as credit parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to extend credit for the benefit of Grantor and Grantor has agreed to grant a security interest in substantially all of its assets to the Agent for the benefit of the Lenders;

WHEREAS, Grantor has entered into that certain Patent Security Agreement dated as of December 21, 2006 in favor of Agent recorded at Reel 018777, Frame 0848 with the U.S. Patent and Trademark Office Assignment Division (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Patent Security Agreement"), pursuant to which Grantor granted a security interest in, among other things, all of its right, title and interest in and to all existing and after acquired patents, registered patents, patent applications, patent licenses including, without limitation, each patent and patent application listed on Schedule 1 attached thereto;

WHEREAS, Grantor, upon notice to the Agent, or Agent is entitled to unilaterally modify the Patent Security Agreement to amend Schedule 1 thereto to include additional property of Grantor subject to the security interest granted under the Patent Security Agreement;

WHEREAS, Grantor has obtained rights in the property set forth on Schedule 1 attached hereto, and Grantor and Agent desire to amend the Patent Security Agreement with this Supplement to confirm Grantor's grant of a security interest in such property in favor of Agent for itself and the ratable benefit of Lenders;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. In furtherance of, and without limitation on, its obligations under the Patent Security Agreement, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and Liabilities at any time due or ~~payable or asserted under and with respect to any of the foregoing, including, without~~ limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. SCHEDULE 1. Schedule 1 to the Patent Security Agreement is hereby amended by adding thereto each of the Patents set forth on Schedule 1 attached hereto. Except as otherwise set forth specifically herein, the Patent Security Agreement is hereby reaffirmed in all respects and is in full force and effect on the date hereof.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Supplement and the Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Guaranty and Security Agreement (as defined in the Credit Agreement). Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which, together with the terms and provisions of the Patent Security Agreement, are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

THE HILSINGER COMPANY

By: _____

Name:

Title:



Paul Farrell

CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

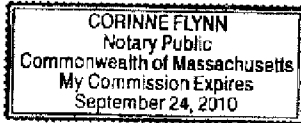
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of Massachusetts)
County of Norfolk) ss.

On this 1st day of October, 2007 before me personally appeared Paul Janell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Hilsinger Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Corinne Flynn
Notary Public



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

THE HILSINGER COMPANY

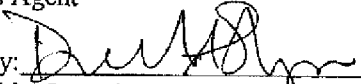
By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____
Title: Its Duly Authorized Signatory

**SCHEDULE 1
TO
SUPPLEMENT TO PATENT SECURITY AGREEMENT**

Registered Patents:

1. U.S. Patent Registration No. 6,588,897 for Safety Eyeglasses Frame, registered July 8, 2003.

Patent Applications: None.

IP Licenses: None.

CHE1982334.1

Schedule 1

RECORDED: 10/30/2007

**PATENT
REEL: 020035 FRAME: 0736**