

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the erroneous filing of the Release of First Lien Security Interest against Patent Nos. 5515615, 5528204, and 5538924 previously recorded on Reel 020733 Frame 0440. Assignor(s) hereby confirms the Release of First Lien Security Interest in connection with Patent Nos. D515615, D528204, and D538924.

**CONVEYING PARTY DATA**

Name	Execution Date
Bank of America, N.A.	04/01/2008

**RECEIVING PARTY DATA**

<b>Name:</b>	Cabot Safety Intermediate Corporation
<b>Street Address:</b>	650 Dawson Drive
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19713

**PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	5515615
Patent Number:	5528204
Patent Number:	5538924

**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

<b>ATTORNEY DOCKET NUMBER:</b>	042525-0001
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon

**PATENT**

**OP \$120.00 5515615**

**Total Attachments: 26**

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**PATENT ASSIGNMENT**

Electronic Version v1.1  
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**07/05/2007**  
**500308988**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of First Lien Security Interest in United States Patents and Trademarks

**CONVEYING PARTY DATA**

Name	Execution Date
Cabot Safety Intermediate Corporation	06/01/2007

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 156**

Property Type	Number
Patent Number:	4968129
Patent Number:	4977627
Patent Number:	5299448
Patent Number:	D371193
Patent Number:	5420381
Patent Number:	D358684
Patent Number:	D358463
Patent Number:	D375550
Patent Number:	D369655
Patent Number:	D375551
Patent Number:	4936411
Patent Number:	4995824
Patent Number:	5044463
Patent Number:	D348893

OP \$6240.00 4968129

TO:LATHAM &amp; WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

Patent Number:	D345663
Patent Number:	D340316
Patent Number:	5799658
Patent Number:	5792998
Patent Number:	D393650
Patent Number:	D399233
Patent Number:	D397126
Patent Number:	D384092
Patent Number:	D386777
Patent Number:	5909267
Patent Number:	5809574
Patent Number:	6006361
Patent Number:	6021526
Patent Number:	D410079
Patent Number:	D410283
Patent Number:	D409743
Patent Number:	D415833
Patent Number:	D405173
Patent Number:	D423664
Patent Number:	D402752
Patent Number:	5825455
Patent Number:	6019469
Patent Number:	D410666
Patent Number:	6024446
Patent Number:	6149268
Patent Number:	D392990
Patent Number:	D412008
Patent Number:	D414862
Patent Number:	D403693
Patent Number:	D424079
Patent Number:	D417678
Patent Number:	D424080
Patent Number:	D419167
Patent Number:	D420027
Patent Number:	D419579

PATENT

REEL: 020828 FRAME: 0759

TO:LATHAM &amp; WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

Patent Number:	D400558
Patent Number:	D398325
Patent Number:	D403342
Patent Number:	D404849
Patent Number:	D411221
Patent Number:	5969787
Patent Number:	D415516
Patent Number:	D423033
Patent Number:	5983399
Patent Number:	D412179
Patent Number:	D411561
Patent Number:	6161540
Patent Number:	6241042
Patent Number:	6148821
Patent Number:	6338342
Patent Number:	6497232
Patent Number:	6254236
Patent Number:	6920956
Patent Number:	D440301
Patent Number:	D434493
Patent Number:	6095146
Patent Number:	6241352
Patent Number:	6151717
Patent Number:	6105715
Patent Number:	6276795
Patent Number:	6604653
Patent Number:	6695093
Patent Number:	D473299
Patent Number:	6536435
Patent Number:	D473937
Patent Number:	6322211
Patent Number:	6568394
Patent Number:	6826287
Patent Number:	D484525
Patent Number:	6622816

PATENT

REEL: 020828 FRAME: 0760

TO:LATHAM &amp; WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

Patent Number:	D472627
Patent Number:	D466995
Patent Number:	D492765
Patent Number:	D492766
Patent Number:	5987653
Patent Number:	6908193
Patent Number:	6811255
Patent Number:	D479319
Patent Number:	D477400
Patent Number:	D480136
Patent Number:	D485352
Patent Number:	D471625
Patent Number:	D481118
Patent Number:	6915907
Patent Number:	D492340
Patent Number:	D478658
Patent Number:	D492768
Patent Number:	D492767
Patent Number:	D496722
Patent Number:	5798064
Patent Number:	D493219
Patent Number:	6994434
Patent Number:	7055952
Patent Number:	D515615
Patent Number:	D524937
Patent Number:	D528204
Patent Number:	D538924
Application Number:	08827837
Application Number:	09871390
Application Number:	09990654
Application Number:	10422350
Application Number:	10200412
Application Number:	29154252
Application Number:	10352336
Application Number:	10442567

PATENT

REEL: 020828 FRAME: 0761

TO:LATHAM &amp; WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

Application Number:	29156297
Application Number:	10236595
Application Number:	10282280
Application Number:	10334548
Application Number:	11136914
Application Number:	10346604
Application Number:	10660015
Application Number:	10700213
Application Number:	10740180
Application Number:	11003813
Application Number:	11150543
Application Number:	11149906
Application Number:	11149905
Application Number:	11041383
Application Number:	29199931
Application Number:	10866212
Application Number:	10999367
Application Number:	10965939
Application Number:	11335412
Application Number:	11258579
Application Number:	11545629
Application Number:	11293642
Application Number:	11270053
Application Number:	29242377
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

REEL: 020828 FRAME: 0762

TO:LATHAM &amp; WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

Application Number:	60811324
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Application Number:	11704475
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## CORRESPONDENCE DATA

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Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042525-0001
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NAME OF SUBMITTER:	Rhonda DeLeon
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REEL: 020828 FRAME: 0763



TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE

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TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN  
PATENT AND TRADEMARK COLLATERAL

This TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL (this "Release"), dated as of April 1, 2008, is made by BANK OF AMERICA, N.A., as Collateral Agent (the "Collateral Agent"), pursuant to the termination of the First Lien Credit Agreement, dated as of June 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among AEARO HOLDING CORP., a Delaware corporation ("Holdings"), AEARO TECHNOLOGIES INC., a Delaware corporation (the "Borrower"), BANK OF AMERICA, N.A., as administrative agent, the Collateral Agent and the other agents and lender party thereto, and all other Loan Documents (as defined in the Credit Agreement), including the First Lien Security Agreement, dated as of June 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the other loan parties party thereto, the Collateral Agent and Bank of America, N.A., as Control Agent. Defined terms used and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

W I T N E S S E T H

WHEREAS, pursuant to the Grant of First Lien Security Interest in United States Patents and Trademarks by and among Cabot Safety Intermediate Corporation and Aearo Company I (d/b/a Aearo Company) (together, the "Grantors") and the Collateral Agent, dated June 1, 2007 ("First Lien Grant"), and recorded with the U.S. Patent and Trademark Office on July 5, 2007 at Reel/Frame Nos. 019520/0001 and 003574/0896, the Grantors granted the Collateral Agent a security interest and continuing lien on all of the Grantors' right, title, and interest in, to and under the following:

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 proceed of the foregoing, including any claim by the applicable 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.

WHEREAS, the Collateral Agent acknowledges that full payment, complete performance and satisfaction of all obligations pursuant to the First Lien Grant have been made; and

WHEREAS, the Grantors have requested that the Collateral Agent release its security interest in the Intellectual Property in connection with the termination of the Credit Agreement and the First Lien Grant;

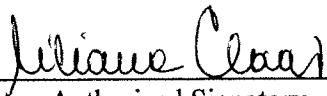
NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby automatically RELEASES, without recourse, to the Grantors all of its security interest in the Intellectual Property listed on Schedules A and B attached hereto and incorporated herein by reference and any other Intellectual Property owned by the Grantors in which security interest has been granted to the Collateral Agent (collectively, "Released Collateral").

The Collateral Agent hereby authorizes each Grantor, the Borrower and any agent or lender party to any new credit agreement to which the Borrower or any of its affiliates is a party following the termination of the Credit Agreement and the First Lien Grant (or, in each case, its counsel), to prepare and file any termination statements, lien releases, termination notices, discharges or any other similar notices necessary to effect the release of its security interest in the Released Collateral.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

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

By:   
Authorized Signatory

**Liliana Claar**  
**Vice President**

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

[See attached]

PATENT LICENSES

None.