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08-27-2001



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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Cabot Safety Intermediate Corporation
 650 Dawson Drive
 Neward, DE 19713
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Bankers Trust Company
 Internal Address: _____
 Address: _____
 Street Address: 130 Liberty Street
 City: New York State: NY Zip: 10006
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Commercial Bank
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest
 Execution Date: 07/13/01

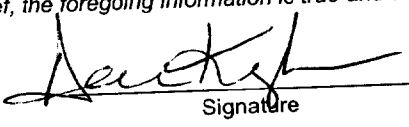
4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 SEE ATTACHED
 Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Danice Kowalczyk, Esq.
 Internal Address: _____
 Street Address: White & Case
1155 Avenue of the Americas
 City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 80
 7. Total fee (37 CFR 3.41).....\$ 2,015.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
23-1705
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Danice Kowalczyk, Esq. 
 Name of Person Signing Signature
08/17/01
 Date
9
 Total number of pages including cover sheet, attachments, and document:

08/24/2001 DBYRNE 00000225 2146798
 01 FC:481
 02 FC:482
 40.00 DP
 1975.00 DP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002351 FRAME: 0431

SCHEDULE A

TRADEMARK SCHEDULE
Cabot Safety Intermediate Corp.

<u>Mark</u>	<u>Reg. No.</u>	<u>Appln. No.</u>
ARC-BLOCK	2,146,798	74/685,691
HARD HEADS		74/685,692
HOT HEADS		75/786,099
AEARO	2,120,532	75/112,818
AEAROPELTOR	2,366,761	75/403,253
AMIGO	2,184,794	75/185,346
BLASTS		75/701,872
COMFORTEYES	2,269,354	75/115,483
CONFOR	2,145,943	75/185,345
CONFOR-MED		75/679,173
CONFORM		76/245,379
CONFORM 8000		76/230,251
CONFORTECH		75/673,807
COSMO-58	1,414,071	73/577,165
DESIGN ONLY	2,322,885	75/403,246
DOUBLE GUARD		76/194,007
EAR		75/302,448
E-A-R		75/302,448
E-A-RFLEX		76/101,269
E-A-RSHROOMS AND DESIGN	2,351,660	75/673,808
E-A-RSOFT AND DESIGN		75/640,664
EASTERN	2,054,952	75/093,248
EASY CHANGE	2,296,271	74/729,072
EZDROP		76/230,250

PECTOGGLE	2,154,214	75/127,178
PECTOGGLE & DESIGN	2,177,575	75/244,356
PECTOGGLES (stylized)	2,234,165	75/444,592
PECTOIDS	2,065,817	74/732,764
GEAR UP FOR SAFETY	2,413,882	75/817,665
GOGGLEGEAR		75/684,866
GOLD STAR	2,124,875	75/093,368
GRANDE	2,184,795	75/185,348
HIGH PERFORMANCE SERIES	2,441,369	75/559,115
HOOKZ	2,273,420	75/344,624
I-WEAR		75/546,827
LANDSCAPER	2,241,190	75/302,447
LASERMASTER	2,263,582	75/326,268
LEXA	2,293,485	75/418,356
LEXA XI		76/187,615
LUMBERJACK	2,412,139	75/768,704
MARKSMAN		76/055,287
MERLIN	2,437,505	75/619,697
MILLENNIUM III		75/444,578
MINIMIZER		75/871,537
MISCELLANEOUS DESIGN	2,322,885	75/403,246
MISCELLANEOUS DESIGN	1,209,564	288,338
NASSAU PLUS	2,121,057	75/126,748
NASSAU RAVE		75/577,112
NASSAU VIBRANCE		75/937,202
NIFTY THRIFTY	2,059,152	75/093,369
NOISE FILTER (PRIN)	2,049,153	75/106,308

PELTOR CIRRUS		75/933,240
PLEATS	2,200,773	75/344,521
PLEATS PLUS		75/914,245
PROFILE		75/444,576
QUANTUM	2,330,134	75/344,822
QUICKLATCH		76/113,427
QUICKLATCH		76/270,937
REFLEX		75/326,271
SAFE GEAR		75/619,693
SAFEGEAR		75/619,694
SCANNERS	2,093,607	75/042,469
SEEPRO	2,072,780	75/033,197
SHOPLYNE	985,451	72/429,032
SHROOMS & DESIGN	2,351,661	75/673,994
STRATOS		75/475,521
STRATOSPHERE	2,379,930	75/475,587
SUPERFIT		75/931,467
SUPERSHEET	2,291,661	75/403,252
SUPERSOFT	2,056,432	74/729,070
TOTALLY AWESOME	2,154,237	75/141,129
TUF-E	2,063,041	75/093,367
ULTRA FIT PLUS		76/130,827
UNISTAR		76/245,266
VERSADAMP	2,420,561	75/628,814
WHEN THE TRACK GOES GREEN, YOU GO YELLOW WITH AOSAFETY E-A-RPLUGS		76/024,059
WICKED COOL	2,126,319	75/141,128

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Cabot Safety Intermediate Corporation, a Delaware corporation (the "Grantor") with principal offices at 650 Dawson Drive, Newark, DE 19713, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the US Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 11, 1995 and amended and restated as of July 13, 2001 (as so amended and restated and as the same may be further restated, amended, modified, and/or supplemented from time to time, the "US Security Agreement"). Upon the occurrence of the Termination Date (as defined in the US Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the US Security Agreement. The rights and remedies of the Grantee with respect

to the security interest granted herein are as set forth in the US Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the US Security Agreement, the provisions of the US Security Agreement shall govern.

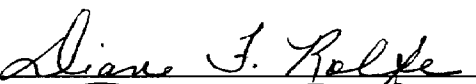
* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
13th day of July, 2001.

CABOT SAFETY INTERMEDIATE
CORPORATION, Grantor

By 
Name: JEFFREY S. KULKA
Title: VP, TREASURER & ASSISTANT SECRETARY

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By 
Name: Diane F. Rolfe
Title: Vice President

STATE OF _____)
) ss.:
COUNTY OF _____)

On this 12 day of July, 2001, before me personally came Jeffrey
Kulka who, being by me duly sworn, did state as follows: that he is
~~Vice President & Secretary~~ ^{Assistant} of Cabot Safety Intermediate Corporation, that he is authorized to execute the
foregoing Grant on behalf of said corporation and that he did so by authority of the Board of
Directors of said corporation.

Sara E. Rothermel
Notary Public

SARA E. ROTHERMEL
Notary Public, State of New York
No. 01RO6049704
Qualified in New York County
Commission Expires Oct. 23, 2002

STATE OF _____)
) ss.:
COUNTY OF _____)

On this 13 day of July, 2001, before me personally came Diane F Rolfe who, being by me duly sworn, did state as follows: that she is Vice President of Bankers Trust Company, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

Sara E. Rothermel
Notary Public

SARA E. ROTHERMEL
Notary Public, State of New York
No. 01RO6049704
Qualified in New York Co
Commission Expires Oct. 23, 2002

SARA E. ROTHERMEL
Notary Public, State of New York
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