

01-07-2002



Form PTO-1594
(Rev. 03/01)
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EET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
FLEET NATIONAL BANK
12-3101

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other national banking association

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

2. Name and address of receiving party(ies)
Name: BACOU USA SAFETY, INC.
Internal Address: _____
Street Address: 10 Thurber Boulevard
City: Smithfield State: RI Zip: 02917

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DELAWARE
 Other _____

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
Assignment and Release of Interest in Trademarks
 Other Security Interest

Execution Date: 10242001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1238101, 1255159, 1238100

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John E. Ottaviani, Esq.
Internal Address: _____
Edwards & Angell, LLP
Street Address: _____
2800 Financial Plaza
City: Providence State: RI Zip: 02903

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500402
(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.
John E. Ottaviani *[Signature]* November 8, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

01/07/2002 LMUELLER 00000037 1238101
01 FC:481 40.00 DP
02 FC:482 50.00 DP

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

TRADEMARK
REEL: 002417 FRAME: 0366

**ASSIGNMENT AND RELEASE OF INTEREST IN
TRADEMARKS AS SECURITY INTEREST**

AGREEMENT made as of this **24th** day of **October 2001**, by and between **FLEET NATIONAL BANK** as successor by merger to **CONNECTICUT BANK AND TRUST COMPANY, N.A.** (the "Lender"), and **BACOU USA SAFETY, INC.**, a Delaware corporation, as successor by assignment to **COMASEC, INC.**, a Connecticut corporation (the "Assignor").

W I T N E S S E T H :

WHEREAS, pursuant to that certain Security Agreement dated as of December 29, 1986 (the "Security Agreement"), between Lender and Assignor, Assignor assigned to Lender all of its copyrights, trademarks and tradenames then existing and arising thereafter, including, without limitation, those listed on the attached Exhibit A (the "Trademarks") as security for the obligations set forth in the Security Agreement; and

WHEREAS, Assignor has satisfied said obligations and Lender has agreed to release its security interest in the Trademarks and reassign all right, title and interest on and to all of the Trademarks to Assignor.


NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Lender and Assignor hereby agree as follows:

1. Lender hereby assigns and transfers to Assignor, without recourse, its entire right, title and interest in and to all of the Trademarks and the other collateral described in the Security Agreement.
2. Lender hereby releases its mortgage and security interest in the Trademarks and in the other collateral described in the Security Agreement, and agrees to deliver any and all UCC-3 Termination Statements, together with any and all other release documents which may be necessary to effect this Agreement.
3. Assignor and Lender hereby acknowledge and agree that the Security Agreement is terminated as of the date of this Agreement.

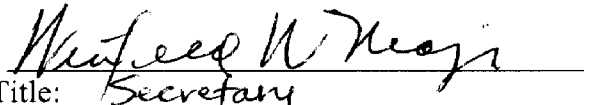
4. The date of this Agreement first set forth above is for identification purposes only and is the date this Agreement is deemed to have been delivered by the Lender to the Assignor. This Agreement was executed by the parties on the date set forth in the acknowledgments below.

IN WITNESS WHEREOF, Assignor and Lender have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

FLEET NATIONAL BANK,
AS SUCCESSOR BY MERGER TO
CONNECTICUT BANK AND TRUST
COMPANY, N.A.

By: 
Title: Richard M. Terwilliger, ~~AVP~~

BACOU USA SAFETY, INC
AS SUCCESSOR BY ASSIGNMENT TO
COMASEC INC.


By: 
Title: Secretary

STATE OF: CONNECTICUT

SS: FARMINGTON

COUNTY OF: HARTFORD

On the **24th** day of **October, 2001** before me personally appeared the above-named **Richard M. Terwilliger** of Fleet National Bank, as Successor by Merger to Connecticut Bank and Trust Company, N.A., to me known and known by me to be the **Assistant Vice President** of said entity and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said entity.


SHIRLEY A. TWOMBLY
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2005

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the 2nd day of ~~October~~ November, 2001 before me personally appeared the above-named Winfield W. Mayor of Bacou USA Safety, Inc., as successor by assignment to Comasec Inc. to me known and known by me to be the Secretary of said corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.

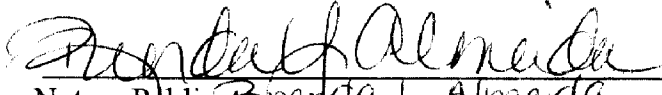

Notary Public Brenda L. Almeida
My commission expires: 7-10-03

EXHIBIT A

**TO ASSIGNMENT AND RELEASE OF INTEREST
IN TRADEMARKS AS SECURITY INTEREST**

ISSUED TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
ARROW (Design)	1238101
XL	1255159
SURVIVAIR	1238100