

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Fibre-Metal Products Company		03/09/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	Eleven Madison Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	899630	TIGERHOOD
Registration Number:	939512	FIBRE-METAL
Registration Number:	1215546	ACTION-GEAR
Registration Number:	622209	FIBRE-METAL
Registration Number:	811008	FIBRE-METAL
Registration Number:	1952370	FIBRE-METAL
Registration Number:	1704718	HIGH PERFORMANCE
Registration Number:	1224881	NOISEGARD
Registration Number:	1160773	PIPELINER
Registration Number:	1523283	ROUGHNECK
Registration Number:	665702	SOLOGOGGLE
Registration Number:	1102005	SPEEDY
Registration Number:	2274383	SPEEDY
Registration Number:	1143993	SUPERGLAS

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Registration Number:	1143177	SUPERLECTRIC
Registration Number:	1511339	ULTRALITE
Registration Number:	1035566	XTRALITE
Registration Number:	1170976	XTRALITE
Registration Number:	1738045	
Registration Number:	1709749	
Registration Number:	2050356	
Registration Number:	1259885	CONNECTMOR
Registration Number:	2090943	FIBRE-METAL
Registration Number:	1247999	FLASH BARRIER
Registration Number:	1255203	SLIDE-LOK
Registration Number:	1717580	
Registration Number:	819954	SCALP CAP
Registration Number:	2388790	SUPERCOOL
Registration Number:	876023	QUICK-LOK
Registration Number:	2886390	TIGERHOOD FUTURA
Registration Number:	2025365	TIGERHOOD ULTRALITE
Registration Number:	2400660	TIGERHOOD HIGH PERFORMANCE
Registration Number:	2383040	NEW IMAGE

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216439
Email: daved.alexander@thomson.com
Correspondent Name: CSC Networks/Prentice Hall
Address Line 1: 1133 Avenue of the Americas
Address Line 2: 31st Floor
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Daved Alexander
Signature:	/Daved Alexander/
Date:	04/10/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, (the "Agreement") dated as of March 9, 2006, is made between The Fibre-Metal Products Company, a Delaware corporation (the "Grantor"), and the Credit Suisse, as collateral agent (together with its successors, in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement, dated July 19, 2005 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises, Grantor and Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantors:

(a) Trademarks of such Grantor listed on Schedule I attached hereto; provided, however, that to the extent the security interest granted hereunder would cause the invalidation of any U.S. Trademark or service mark application which is the subject of the grant, such security interest shall not be effective against such trademark or service mark application, and the Administrative Agent shall not record its security interest in such trademark or service mark application, in each case until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office;

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

If any of the Trademarks shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the security interest created hereby on such Trademarks.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall evidence but one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of each such instrument.

SECTION 6. GOVERNING LAW. THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND Interpreted IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

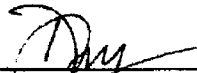
[signature page follows]

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

Very Truly Yours,

THE FIBRE-METAL PRODUCTS
COMPANY

By: _____




David F. Myers, Jr.
Chief Financial Officer and Secretary

Trademark Security Agreement Signature Page

Accepted and Agreed:

CREDIT SUISSE, acting through its Cayman
Islands Branch, as Administrative Agent

By: 
Name: William O'Daly
Title: Director

By: 
Name: Rianka Mohan
Title: Associate

Trademark Security Agreement Signature Page

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS

Registrations

Owner	Registration Number	Trademark
The Fibre-Metal Products Company	899,630	TIGERHOOD
The Fibre-Metal Products Company	939,512	FIBRE-METAL & Design
The Fibre-Metal Products Company	1,215,546	ACTION-GEAR
The Fibre-Metal Products Company	622,209	FIBRE-METAL & Design
The Fibre-Metal Products Company	811,008	FIBRE-METAL
The Fibre-Metal Products Company	1,952,370	FIBRE-METAL
The Fibre-Metal Products Company	1,704,718	HIGH PERFORMANCE
The Fibre-Metal Products Company	1,224,881	NOISEGARD
The Fibre-Metal Products Company	1,160,773	PIPELINER
The Fibre-Metal Products Company	1,523,283	ROUGHNECK
The Fibre-Metal Products Company	665,702	SOLOGOGGLE
The Fibre-Metal Products Company	1,102,005	SPEEDY
The Fibre-Metal Products Company	2,274,383	SPEEDY
The Fibre-Metal Products Company	1,143,993	SUPERGLAS
The Fibre-Metal Products Company	1,143,177	SUPERLECTRIC
The Fibre-Metal Products Company	1,511,339	ULTRALITE
The Fibre-Metal Products Company	1,035,566	XTRALITE
The Fibre-Metal Products Company	1,170,976	XTRALITE
The Fibre-Metal Products Company	1,738,045	DESIGN ONLY
The Fibre-Metal Products Company	1,709,749	DESIGN ONLY
The Fibre-Metal Products Company	2,050,356	DESIGN ONLY
The Fibre-Metal Products Company	1,259,885	CONNECTMOR
The Fibre-Metal Products Company	2,090,943	FIBRE-METAL & Design
The Fibre-Metal Products Company	1,247,999	FLASH BARRIER
The Fibre-Metal Products Company	1,215,546	ACTION-GEAR
The Fibre-Metal Products Company	1,255,203	SLIDE-LOK
The Fibre-Metal Products Company	1,717,580	DESIGN ONLY
The Fibre-Metal Products Company	819,954	SCALP CAP & Design
The Fibre-Metal Products Company	2,388,790	SUPERCOOL
The Fibre-Metal Products Company	876,023	QUICK-LOK
The Fibre-Metal Products Company	2,886,390	TIGERHOOD FUTURA
The Fibre-Metal Products Company	2,025,365	TIGERHOOD ULTRALITE
The Fibre-Metal Products Company	2,400,660	TIGERHOOD HIGH PERFORMANCE
The Fibre-Metal Products Company	2,383,040	NEW IMAGE

Applications:

Owner	Registration Number	Trademark