

10-10-2007



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To the director of the U. S. Patent and Trademark Office, send documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Conney Safety Products, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership

Other: Limited Liability Company

Citizenship (see guidelines) Delaware

Execution Date(s) October 1, 2007

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: GMAC Commercial Finance LLC

Internal Address: _____

Street Address: 1290 Avenue of the Americas

City: New York

State: New York

Country: USA

Zip: 10104

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Citizenship Delaware

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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO

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

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Cathleen A. Pellegrino, Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@osni.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name: _____

01 FC:8521
02 FC:8522

10/09/2007 LMUELLER 00000011 1168074
48.00 OP
375.00 OP

9. Signature:

Signature

Evan A. Pilchik
Name of Person Signing

October 2, 2007
Date

Total number of pages including cover sheet, attachments, and document.

Schedule A

Mark	Reg. (App.) No.	Reg. (App.) Date	Owner
CONNEY	1,168,874	09/15/1981	Conney Safety Products, LLC
CONNEY - YOUR SAFETY PROBLEM SOLVER	1,657,752	09/17/1991	Conney Safety Products, LLC
CONNEY & Design	(78/965,273)	(08/31/2006)	Conney Safety Products, LLC
CONNEY & Design	(78/967,464)	(09/05/2006)	Conney Safety Products, LLC
CONNEY & Design	1,168,873	09/15/1981	Conney Safety Products, LLC
CONNEY (Stylized)	1,258,195	11/22/1983	Conney Safety Products, LLC
CONNEY FIRST IN FIRST AID & Design	1,292,551	08/28/1984	Conney Safety Products, LLC
CONNEY SAFETY & Design	(78/965,294)	(08/31/2006)	Conney Safety Products, LLC
CONNEY SAFETY PRODUCTS & Design	1,235,489	04/19/1983	Conney Safety Products, LLC
CONNEY.COM & Design	(78/965,231)	(08/31/2006)	Conney Safety Products, LLC
DIRECT SAFETY	(78/808,266)	(02/06/2006)	Conney Safety Products, LLC
DIRECT SAFETY COMPANY	1,386,342	03/11/1986	Conney Safety Products, LLC
DSC & Design	1,116,230	04/03/1979	Conney Safety Products, LLC
K-GEAR	3,099,248	05/30/2006	Conney Safety Products, LLC
K-GEAR & Design	3,099,249	05/30/2006	Conney Safety Products, LLC
Miscellaneous Design (Starburst)	(78/965,243)	(08/31/2006)	Conney Safety Products, LLC

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 1, 2007, by CONNEY SAFETY PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, as agent ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor and the other Loan Parties;

WHEREAS, as security for all Obligations, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against all Trademarks (as defined in the Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this Grant of Security Interest in Trademarks.

NOW, THEREFORE, in consideration of the premises and the 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 Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest (including, without limitation, as licensor or licensee) in and to all Trademarks, including, without limitation, the Trademarks referred to on Schedule A hereto, and all proceeds and products thereof, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

3. **LOAN AGREEMENT.** The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

CONNEY SAFETY PRODUCTS, LLC

By: 
Name: Charles Moyer
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GMAC COMMERCIAL FINANCE LLC,
as Agent

By: _____
Name: _____
Title: _____

Signature Page to Grant of Security
Interest in Trademarks

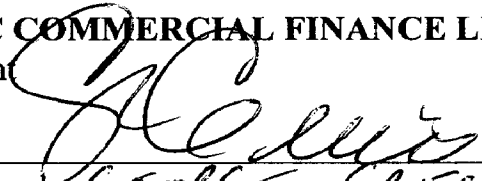
IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONNEY SAFETY PRODUCTS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GMAC COMMERCIAL FINANCE LLC,
as Agent

By: 
Name: GEORGE GRIECO
Title: MANAGING DIRECTOR

Signature Page to Grant of Security
Interest in Trademarks

ACKNOWLEDGMENT OF GRANTOR

STATE OF WI)
COUNTY OF Dane) ss.:

On this 1st day of October, 2007, before me personally came Charles Meyer, to me known, who being duly sworn, did depose and say, that s/he is the Chief Operating Officer of Conney Safety Products, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed his/her name thereto by order of the sole member of said limited liability company.

Olivia J. Brown
Notary Public

Acknowledgement Page to Grant of
Security Interest in Trademarks

Schedule A

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