

USPTO

4/2/2008 8:52:37 PM

PAGE 3/085

Fax Server

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

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.104/01/2008  
900103042

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Second Lien Security Interest at Reel/Frame No. 3285/0371	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/01/2008	National Association:
RECEIVING PARTY DATA			
Name:	Cabot Safety Intermediate Corporation		
Street Address:	650 Dawson Drive		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 215			
Property Type	Number	Word Mark	
Serial Number:	78729868	ADVANCED SOLARIZATION TECHNOLOGY	
Registration Number:	2120532	AEARO	
Registration Number:	2366761	AEAROPELTOR	
Registration Number:	1407480	AEROSITE	
Serial Number:	78514006	A-FORCE	
Serial Number:	78821655	AIR FORCE	
Serial Number:	78465480	AIRGEAR	
Serial Number:	78144562	AIRTUNES	
Registration Number:	2925002	ALERT	
Serial Number:	78730528	ALUMIN-X	
Serial Number:	78730500	ARC PLUG	
Registration Number:	2146798	ARC-BLOCK	
Serial Number:	78474784	ARSENAL	
Serial Number:	78729855	AST	

OP \$5390.00 78729868

700366593

TRADEMARK  
REEL: 003753 FRAME: 0522

USPTO

4/2/2008 6:52:37 PM PAGE 4/085 Fax Server

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

Serial Number:	78527621	ATURA
Serial Number:	78504472	BACKTRACK
Serial Number:	78783798	BANDER HEADSET
Registration Number:	2534562	BLASTS
Serial Number:	78527626	BLOCKADE
Registration Number:	3013746	BX
Registration Number:	1888297	CABOFLEX
Serial Number:	78543005	CANS
Registration Number:	3006760	CATEGORY MANAGEMENT FOR SAFETY
Registration Number:	1852278	CENTURION
Serial Number:	78821134	CHOICES
Registration Number:	2048606	CLASSIC
Serial Number:	78624864	COMBAT ARMS
Registration Number:	2269354	COMFORTEYES
Serial Number:	78730091	COMPULSION
Serial Number:	78729874	CONFETTI
Registration Number:	2145943	CONFOR
Registration Number:	2691546	CONFORM
Registration Number:	2811227	COOL MAX
Registration Number:	1414071	COSMO-58
Serial Number:	78730434	GRAVE
Serial Number:	78191898	CREWCOM
Serial Number:	78758535	CVI
Serial Number:	78758546	CVIS
Registration Number:	2789679	DOUBLE GUARD
Registration Number:	1571627	DURAFON
Registration Number:	1498467	DURALITE
Serial Number:	78761709	DURALITE XTREME
Registration Number:	2293714	E Z FIT
Registration Number:	1790249	E-A-R
Registration Number:	890313	E-A-R
Registration Number:	1213673	E-A-R
Registration Number:	1584486	E-A-R
Registration Number:	2560765	E A R
Registration Number:	1736344	E-A-R CAPS

USPTO

4/2/2008 6:52:37 PM PAGE 5/085 Fax Server

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

Registration Number:	2056587	E-A-R CLASSIC
Registration Number:	1559674	E-A-R GROUP
Registration Number:	3024554	EARCOM
Registration Number:	2622019	E-A-RFLEX
Registration Number:	2789469	E-A-RFLEX 28
Serial Number:	78613879	E-A-RHOOKZ
Registration Number:	1591880	E-A-RLINK
Registration Number:	1703280	E-A-RLOG
Registration Number:	2351660	E A R SHROOMS
Registration Number:	2537018	E-A-RSOFT
Registration Number:	2296271	EASY-CHANGE
Serial Number:	78730088	ELUDE
Registration Number:	1953041	ESCAPE ARTIST
Registration Number:	1942900	EXPRESS
Registration Number:	2701147	EZDROP
Serial Number:	78527613	FAHRENHEIT
Registration Number:	2234166	FECTOGGLES
Registration Number:	2234165	FECTOGGLES
Registration Number:	2065817	FECTOIDS
Serial Number:	78730518	FIREFIGHT
Serial Number:	78133590	FLARE
Registration Number:	1839910	FLEXI-STAR
Registration Number:	2855010	FLYWEAR
Serial Number:	78513940	FORCE3
Serial Number:	78730432	FORGE
Serial Number:	78513989	FUEL
Registration Number:	2413682	GEAR UP FOR SAFETY
Serial Number:	78730514	GENUS
Registration Number:	2982047	GLAREX
Serial Number:	78457420	GLIMMER
Registration Number:	2505099	GOGGLEGEAR
Serial Number:	78410186	GROUPFORCE
Serial Number:	78151908	GUARDIAN
Serial Number:	78626267	HANDY WOMAN
Serial Number:	76365738	HEAR CLEAR TECHNOLOGY

USPTO

4/2/2008 6:52:37 PM PAGE 8/085 Fax Server

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

Serial Number:	78367821	HEARCOM
Serial Number:	78760156	HEAR-THROUGH
Registration Number:	2441369	HIGH PERFORMANCE SERIES
Registration Number:	2007556	INSTASEAL
Serial Number:	78446738	I-RIOT
Registration Number:	1071450	ISODAMP
Registration Number:	1617634	ISOLOSS
Registration Number:	1578827	KID'S SAFE SEAL
Registration Number:	2241190	LANDSCAPER
Registration Number:	2293485	LEXA
Serial Number:	78781038	LIGHT VISION
Serial Number:	78435430	LR50
Registration Number:	2412139	LUMBERJACK
Serial Number:	78804394	M9
Serial Number:	78730442	M16
Registration Number:	1938771	MALIBU
Serial Number:	78624433	MARDI GRAS
Serial Number:	78133588	MAXIM
Registration Number:	2437505	MERLIN
Registration Number:	2748326	METALIKS
Registration Number:	2986088	MINI CONFORM
Registration Number:	2476859	MINIMIZER
Registration Number:	2322885	
Registration Number:	2068330	
Registration Number:	1435400	
Serial Number:	78621335	MOCEAN
Serial Number:	78465485	M-TAC
Registration Number:	2121057	NASSAU PLUS
Registration Number:	2482934	NASSAU RAVE
Registration Number:	2557024	NASSAU VIBRANCE
Serial Number:	78621347	NEXA
Registration Number:	2950152	NEXT
Serial Number:	78753888	NIGHTHAWK
Registration Number:	2973705	NITRO
Serial Number:	78824873	NITROUS

USPTO

4/2/2008 6:52:37 PM PAGE 7/085 Fax Server

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

Registration Number:	2049153	NOISE FILTER
Serial Number:	78351750	NO-TOUCH
Registration Number:	2799264	NUVO
Serial Number:	78796805	ONE TOUCH
Serial Number:	78796789	OPTIME
Serial Number:	78693699	PATROL
Serial Number:	78796819	PELTOR ACOUSTICS
Registration Number:	2640316	PELTOR CIRRUS
Registration Number:	2584353	PLEATS PLUS
Registration Number:	1986203	POCKET DOCTOR
Registration Number:	2020017	POD PLUGS
Registration Number:	2845506	POWERCOM PLUS
Serial Number:	78529701	POWERLINK
Serial Number:	78769202	PRIVO
Serial Number:	78730439	PROPEL
Serial Number:	78624790	PROTECTING & ENHANCING YOUR LIFESTYLE
Serial Number:	78437831	PTL
Registration Number:	2330134	QUANTUM
Registration Number:	3006393	QUICKFIT
Registration Number:	2568625	QUICKLATCH
Registration Number:	2829523	QUICKLATCH
Registration Number:	2810959	QUICK-SNAP
Registration Number:	2853625	RACETUNES
Serial Number:	78663844	RADICA
Registration Number:	2560769	REFLEX
Serial Number:	78446734	RIVET
Serial Number:	78321735	SAFEAIR
Registration Number:	3012065	SAFECLAW
Serial Number:	78629722	SAFETY DESIGNED FOR WOMEN
Registration Number:	2844950	SAFEWAZE
Registration Number:	2943129	SECURE GRIP
Registration Number:	2072780	SEEPRO
Serial Number:	78629748	SELECT
Serial Number:	78527567	SELECTRA
Serial Number:	78527603	SEQUENCE

TRADEMARK

REEL: 003753 FRAME: 0526

USPTO

4/2/2008 6:52:37 PM PAGE 8/085 Fax Server

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

Serial Number:	78730095	SHIFT
Serial Number:	78482959	SHOPLYNE
Registration Number:	2962538	SHOTGUNNER
Registration Number:	2351661	SHROOMS
Serial Number:	78527575	SIMPLICITY
Serial Number:	78620280	SIM-U-SIL
Serial Number:	78667462	SINGULAR
Serial Number:	78730508	SMART WEAR
Serial Number:	78474779	SMART-LENS
Serial Number:	78670345	SOLUS
Registration Number:	1103807	SPLASHMASTER
Registration Number:	2851462	SPORT GRIP
Serial Number:	78529719	SPORTTUNES
Registration Number:	2933198	STOW-A-WAY
Registration Number:	2379930	STRATOSPHERE
Serial Number:	78527589	STRUCTURE
Serial Number:	78172227	SUPERB
Registration Number:	2937132	SUPERCOTE
Registration Number:	2592428	SUPERFIT
Registration Number:	2291661	SUPERSHEET
Serial Number:	78446730	SWERVE
Serial Number:	78309863	TACTICAL SPORT
Registration Number:	1727353	TAPERFIT
Serial Number:	78462648	TATTOO
Serial Number:	78504228	TEAMTRACKER
Registration Number:	2990470	TEAR-N-WEAR
Serial Number:	78760153	THE POWER TO HEAR
Serial Number:	78416103	THE YELLOW PLUG
Serial Number:	78421247	THE YELLOW PLUG
Serial Number:	78730525	THRUST
Registration Number:	1578251	TIDE BREAKER
Serial Number:	78351752	TORSION-LOCK
Serial Number:	78272655	TOURCOM
Registration Number:	894112	TOUR-GUARD
Serial Number:	78446459	TRACERS

TRADEMARK

REEL: 003753 FRAME: 0527

USPTO

4/2/2008 6:52:37 PM PAGE 9/085 Fax Server

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

Serial Number:	78622981	TRIBAND
Registration Number:	3024876	TRI-FLANGE
Registration Number:	819682	TUFCOTE
Registration Number:	732612	TUFCOTE-FOAM
Registration Number:	1557796	ULTRA 9000
Registration Number:	1418268	ULTRAFIT
Registration Number:	2672836	ULTRAFIT PLUS
Registration Number:	2012665	ULTRATECH
Registration Number:	2512751	UNISTAR
Registration Number:	2420561	VERSADAMP
Registration Number:	2849294	VIRTUA
Registration Number:	1602287	VISCOLAS
Registration Number:	1381207	VISCOLAS
Serial Number:	78769187	VISIUM
Serial Number:	78380688	VORTEX
Serial Number:	78504518	V-RAD
Registration Number:	1152996	WELD-COOL
Registration Number:	2970946	WHEN THE TRACK GOES GREEN, YOU GO YELLOW WITH AOSAFETY E-A-R PLUGS
Serial Number:	78730522	WHIRLWIND
Registration Number:	2744110	X.SPORT
Registration Number:	2772253	X-FACTOR
Registration Number:	1938773	X-IT
Registration Number:	2716259	XLR5
Registration Number:	2625514	YELLOW NEON BLASTS
Registration Number:	2449846	YELLOW NEONS
Registration Number:	2952943	ZORA

## CORRESPONDENCE DATA

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: lpocket@lw.com

Correspondent Name: Latham &amp; Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

042525-0001

TRADEMARK  
REEL: 003753 FRAME: 0528

USPTO

4/2/2008 6:52:37 PM

PAGE 10/085

Fax Server

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

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	04/01/2008
<p>Total Attachments: 74</p> <p>source=Patents TM 2d Lien#page1.tif</p> <p>source=Patents TM 2d Lien#page2.tif</p> <p>source=Patents TM 2d Lien#page3.tif</p> <p>source=Patents TM 2d Lien#page4.tif</p> <p>source=Patents TM 2d Lien#page5.tif</p> <p>source=Patents TM 2d Lien#page6.tif</p> <p>source=Patents TM 2d Lien#page7.tif</p> <p>source=Patents TM 2d Lien#page8.tif</p> <p>source=Patents TM 2d Lien#page9.tif</p> <p>source=Patents TM 2d Lien#page10.tif</p> <p>source=Patents TM 2d Lien#page11.tif</p> <p>source=Patents TM 2d Lien#page12.tif</p> <p>source=Patents TM 2d Lien#page13.tif</p> <p>source=Patents TM 2d Lien#page14.tif</p> <p>source=Patents TM 2d Lien#page15.tif</p> <p>source=Patents TM 2d Lien#page16.tif</p> <p>source=Patents TM 2d Lien#page17.tif</p> <p>source=Patents TM 2d Lien#page18.tif</p> <p>source=Patents TM 2d Lien#page19.tif</p> <p>source=Patents TM 2d Lien#page20.tif</p> <p>source=Patents TM 2d Lien#page21.tif</p> <p>source=Patents TM 2d Lien#page22.tif</p> <p>source=Patents TM 2d Lien#page23.tif</p> <p>source=Patents TM 2d Lien#page24.tif</p> <p>source=Patents TM 2d Lien#page25.tif</p> <p>source=Patents TM 2d Lien#page26.tif</p> <p>source=Patents TM 2d Lien#page27.tif</p> <p>source=Patents TM 2d Lien#page28.tif</p> <p>source=Patents TM 2d Lien#page29.tif</p> <p>source=Patents TM 2d Lien#page30.tif</p> <p>source=Patents TM 2d Lien#page31.tif</p> <p>source=Patents TM 2d Lien#page32.tif</p> <p>source=Patents TM 2d Lien#page33.tif</p> <p>source=Patents TM 2d Lien#page34.tif</p> <p>source=Patents TM 2d Lien#page35.tif</p> <p>source=Patents TM 2d Lien#page36.tif</p> <p>source=Patents TM 2d Lien#page37.tif</p> <p>source=Patents TM 2d Lien#page38.tif</p> <p>source=Patents TM 2d Lien#page39.tif</p> <p>source=Patents TM 2d Lien#page40.tif</p> <p>source=Patents TM 2d Lien#page41.tif</p> <p>source=Patents TM 2d Lien#page42.tif</p> <p>source=Patents TM 2d Lien#page43.tif</p> <p>source=Patents TM 2d Lien#page44.tif</p> <p>source=Patents TM 2d Lien#page45.tif</p> <p>source=Patents TM 2d Lien#page46.tif</p> <p>source=Patents TM 2d Lien#page47.tif</p>	

TRADEMARK

REEL: 003753 FRAME: 0529



USPTO

4/2/2008 6:52:37 PM PAGE 11/085 Fax Server

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

source=Patents TM 2d Lien#page48.tif  
source=Patents TM 2d Lien#page49.tif  
source=Patents TM 2d Lien#page50.tif  
source=Patents TM 2d Lien#page51.tif  
source=Patents TM 2d Lien#page52.tif  
source=Patents TM 2d Lien#page53.tif  
source=Patents TM 2d Lien#page54.tif  
source=Patents TM 2d Lien#page55.tif  
source=Patents TM 2d Lien#page56.tif  
source=Patents TM 2d Lien#page57.tif  
source=Patents TM 2d Lien#page58.tif  
source=Patents TM 2d Lien#page59.tif  
source=Patents TM 2d Lien#page60.tif  
source=Patents TM 2d Lien#page61.tif  
source=Patents TM 2d Lien#page62.tif  
source=Patents TM 2d Lien#page63.tif  
source=Patents TM 2d Lien#page64.tif  
source=Patents TM 2d Lien#page65.tif  
source=Patents TM 2d Lien#page66.tif  
source=Patents TM 2d Lien#page67.tif  
source=Patents TM 2d Lien#page68.tif  
source=Patents TM 2d Lien#page69.tif  
source=Patents TM 2d Lien#page70.tif  
source=Patents TM 2d Lien#page71.tif  
source=Patents TM 2d Lien#page72.tif  
source=Patents TM 2d Lien#page73.tif  
source=Patents TM 2d Lien#page74.tif

USPTO

4/2/2008 6:52:37 PM PAGE 12/085 Fax Server

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

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

This TERMINATION AND RELEASE OF SECOND 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 Amended and Restated Second 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 Amended and Restated Second 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.

WITNESSETH

WHEREAS, pursuant to (i) the Grant of Second 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 March 24, 2006 (the "Initial Grant") and recorded with the U.S. Patent and Trademark Office on April 10, 2006 at Reel/Frame Nos. 17435/0764 and 3285/0371 and (ii) the Grant of Second Lien Security Interest in United States Patents and Trademarks by and among the Grantors and the Collateral Agent, dated June 12, 2007 (with the Initial Grant, collectively, the "Second Lien Grants") and recorded with the U.S. Patent and Trademark Office on July 5, 2007 at Reel/Frame Nos. 019520/0065 and 003575/0077, 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,

OC938215.6

TRADEMARK  
REEL: 003753 FRAME: 0531

USPTO

4/2/2008 6:52:37 PM PAGE 13/085 Fax Server

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

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 Second Lien Grants have been made; and

WHEREAS, each Grantor has requested that the Collateral Agent release its applicable security interest in the Intellectual Property in connection with the termination of the Credit Agreement and the Second Lien Grants;

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, the "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 Second Lien Grants (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.]

USPTO

4/2/2008 8:52:37 PM PAGE 14/085 Fax Server

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

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

**Lilliana Clear**  
Vice President

[Acero Technologics Inc - Termination and Release of Second Lien Security Interest in Patent and Trademark Collateral]