

USPTO

4/2/2008 6:47:27 PM PAGE 3/072 Fax Server

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

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.104/01/2008  
900103015

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of First Lien Security Interest at Reel/Frame No. 3574/0896	
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: 203			
Property Type	Number	Word Mark	
Registration Number:	2120532	AEARO	
Registration Number:	1407480	AEROSITE	
Registration Number:	3111291	A-FORCE	
Registration Number:	2925002	ALERT	
Registration Number:	2146798	ARC-BLOCK	
Registration Number:	3107955	ARSENAL	
Registration Number:	2534562	BLASTS	
Registration Number:	3013746	BX	
Registration Number:	1888297	CABOFLEX	
Registration Number:	3006760	CATEGORY MANAGEMENT FOR SAFETY	
Registration Number:	1852276	CENTURION	
Registration Number:	2048606	CLASSIC	
Registration Number:	2145943	CONFOR	
Registration Number:	2691546	CONFORM	

OP \$5090.00 2120532

700366591

TRADEMARK  
REEL: 003753 FRAME: 0545

USPTO

4/2/2008 6:47:27 PM PAGE 4/072 Fax Server

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

Registration Number:	2811227	COOL MAX
Registration Number:	2769679	DOUBLE GUARD
Registration Number:	1571627	DURAFON
Registration Number:	1488467	DURALITE
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:	2580765	E A R
Registration Number:	1736344	E-A-R CAPS
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
Registration Number:	1591880	E-A-RLINK
Registration Number:	1703260	E-A-RLOG
Registration Number:	2537018	E-A-RSOFT
Registration Number:	2296271	EASY-CHANGE
Registration Number:	1953041	ESCAPE ARTIST
Registration Number:	1942900	EXPRESS
Registration Number:	2701147	EZDROP
Registration Number:	2234166	PECTOGGLES
Registration Number:	2234165	PECTOGGLES
Registration Number:	2085817	PECTOIDS
Registration Number:	1839910	FLEXI-STAR
Registration Number:	2855010	FLYWEAR
Registration Number:	3184578	FORCE3
Registration Number:	3095103	FUEL
Registration Number:	2413882	GEAR UP FOR SAFETY
Registration Number:	2982047	GLAREX
Registration Number:	2505099	GOGGLEGEAR
Registration Number:	3101851	I-RIOT
Registration Number:	1071450	ISODAMP

USPTO

4/2/2008 6:47:27 PM PAGE 5/072 Fax Server

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

Registration Number:	1817634	ISOLOSS
Registration Number:	1578827	KID'S SAFE SEAL
Registration Number:	2241190	LANDSCAPER
Registration Number:	2283485	LEXA
Registration Number:	3127724	LR50
Registration Number:	2412139	LUMBERJACK
Registration Number:	1938771	MALIBU
Registration Number:	2437505	MERLIN
Registration Number:	2748326	METALIKS
Registration Number:	2986088	MINI CONFORM
Registration Number:	2476659	MINIMIZER
Registration Number:	2068330	
Registration Number:	1435400	
Registration Number:	2121057	NASSAU PLUS
Registration Number:	2482934	NASSAU RAVE
Registration Number:	2557024	NASSAU VIBRANCE
Registration Number:	2950152	NEXT
Registration Number:	2973705	NITRO
Registration Number:	2049153	NOISE FILTER
Registration Number:	3074417	NO-TOUCH
Registration Number:	2799264	NUVO
Registration Number:	3219770	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
Registration Number:	3094085	PTL
Registration Number:	2330134	QUANTUM
Registration Number:	3006393	QUICKFIT
Registration Number:	2568625	QUICKLATCH
Registration Number:	2629523	QUICKLATCH
Registration Number:	2610959	QUICK-SNAP
Registration Number:	2863625	RACETUNES
Registration Number:	2560769	REFLEX

USPTO

4/2/2008 6:47:27 PM PAGE 6/072 Fax Server

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

Registration Number:	3099133	RIVET
Registration Number:	3012065	SAFECLAW
Registration Number:	2844950	SAFEWAZE
Registration Number:	2943129	SECURE GRIP
Registration Number:	2072780	SEEPRO
Registration Number:	2962538	SHOTGUNNER
Registration Number:	3206848	SIM-U-SIL
Registration Number:	1103807	SPLASHMASTER
Registration Number:	2851462	SPORT GRIP
Registration Number:	2933198	STOW-A-WAY
Registration Number:	2379930	STRATOSPHERE
Registration Number:	2937132	SUPERCOTE
Registration Number:	2592428	SUPERFIT
Registration Number:	2291861	SUPERSHEET
Registration Number:	3107572	TACTICAL SPORT
Registration Number:	1727353	TAPERFIT
Registration Number:	3136761	TATTOO
Registration Number:	2990470	TEAR-N-WEAR
Registration Number:	3151702	THE YELLOW PLUG
Registration Number:	3234309	THE YELLOW PLUG
Registration Number:	1576251	TIDE BREAKER
Registration Number:	3083537	TORSION-LOCK
Registration Number:	894112	TOUR-GUARD
Registration Number:	3082702	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:	2512751	UNISTAR
Registration Number:	2420581	VERSADAMP
Registration Number:	2849294	VIRTUA
Registration Number:	1602287	VISCOLAS
Registration Number:	1381207	VISCOLAS

USPTO

4/2/2008 6:47:27 PM PAGE 7/072 Fax Server

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

Registration Number:	1152996	WELD-COOL
Registration Number:	2970946	WHEN THE TRACK GOES GREEN, YOU GO YELLOW WITH AOSAFETY E-A-R PLUGS
Registration Number:	2744110	X.SPORT
Registration Number:	2772253	X-FACTOR
Registration Number:	1938773	X-IT
Registration Number:	2716259	XLR8
Registration Number:	2625514	YELLOW NEON BLASTS
Registration Number:	2449846	YELLOW NEONS
Registration Number:	2952943	ZORA
Registration Number:	3193658	SUPERSHEET
Serial Number:	78730500	ARC PLUG
Serial Number:	78504472	BACKTRACK
Serial Number:	78783798	BANDER HEADSET
Serial Number:	78527626	BLOCKADE
Serial Number:	78543005	CANS
Serial Number:	78624864	COMBAT ARMS
Serial Number:	78730091	COMPULSION
Serial Number:	78730434	CRAVE
Serial Number:	78758546	CVIS
Serial Number:	78613879	E-A-RHOOKZ
Serial Number:	78527613	FAHRENHEIT
Serial Number:	78730518	FIREFIGHT
Serial Number:	78730432	FORGE
Serial Number:	78730514	GENUS
Serial Number:	78410186	GROUPFORCE
Serial Number:	78626267	HANDY WOMAN
Serial Number:	78760156	HEAR-THROUGH
Serial Number:	78781038	LIGHT VISION
Serial Number:	78730442	M16
Serial Number:	78133588	MAXIM
Serial Number:	78465485	M-TAC
Serial Number:	78621347	NEXA
Serial Number:	78624873	NITROUS
Serial Number:	78796806	ONE TOUCH

USPTO

4/2/2008 6:47:27 PM PAGE 8/072 Fax Server

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

Serial Number:	78796789	OPTIME
Serial Number:	78693699	PATROL
Serial Number:	78529701	POWERLINK
Serial Number:	78769202	PRIVO
Serial Number:	78624790	PROTECTING & ENHANCING YOUR LIFESTYLE
Serial Number:	78663844	RADICA
Serial Number:	78321735	SAFEAIR
Serial Number:	78629722	SAFETY DESIGNED FOR WOMEN
Serial Number:	78629748	SELECT
Serial Number:	78730095	SHIFT
Serial Number:	78482959	SHOPLYNE
Serial Number:	78527575	SIMPLICITY
Serial Number:	78667462	SINGULAR
Serial Number:	78474779	SMART-LENS
Serial Number:	78529719	SPORTTUNES
Serial Number:	78446730	SWERVE
Serial Number:	78504228	TEAMTRACKER
Serial Number:	78769187	VISIUM
Serial Number:	78380686	VORTEX
Serial Number:	78604518	V-RAD
Serial Number:	78830766	BARRAGE
Serial Number:	78834016	CALIBER
Serial Number:	77072338	COOLMAX CUP
Serial Number:	77078357	CUSTOME-A-R
Serial Number:	78826336	E Z FIT
Serial Number:	77059926	E-A-R SPECIALTY COMPOSITES
Serial Number:	77149627	E-A-R TONE
Serial Number:	77078365	E-A-RFIT
Serial Number:	78962600	ELAVATION
Serial Number:	78903871	E.V.P.
Serial Number:	77067375	EZ-INS
Serial Number:	78878935	GROUND HOG
Serial Number:	78906523	HEARWEAR
Serial Number:	78942229	KINETIC
Serial Number:	78827442	NOISE NAVIGATOR

USPTO

4/2/2008 6:47:27 PM PAGE 9/072 Fax Server

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

Serial Number:	78903809	ORDNANCE
Serial Number:	77048813	ORDNANCE
Serial Number:	78903827	PERIMETER
Serial Number:	78903858	PIRANHA
Serial Number:	77053114	POD PLUGS
Serial Number:	78903890	SAFEDESCENT
Serial Number:	78830759	SALVO
Serial Number:	78903884	SEAHAWK
Serial Number:	78834012	SKULL SCREWS
Serial Number:	78868668	TACTILE-FIT
Serial Number:	78832019	THOR 3D
Serial Number:	78838919	TUFSHIELD
Serial Number:	78830770	VALOR
Serial Number:	78878927	WARTHOG
Serial Number:	78730525	THRUST

## CORRESPONDENCE DATA

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: [lpdocket@lw.com](mailto:lpdocket@lw.com)  
 Correspondent Name: Latham & 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
-------------------------	-------------

NAME OF SUBMITTER:	Rhonda DeLeon
--------------------	---------------

Signature:	/Rhonda DeLeon/
------------	-----------------

Date:	04/01/2008
-------	------------

## Total Attachments: 62

source=1st Lien PT Release#page1.tif  
 source=1st Lien PT Release#page2.tif  
 source=1st Lien PT Release#page3.tif  
 source=1st Lien PT Release#page4.tif  
 source=1st Lien PT Release#page5.tif  
 source=1st Lien PT Release#page6.tif  
 source=1st Lien PT Release#page7.tif  
 source=1st Lien PT Release#page8.tif  
 source=1st Lien PT Release#page9.tif

USPTO

4/2/2008 6:47:27 PM PAGE 10/072 Fax Server

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

source=1st Lien PT Release#page10.tif  
source=1st Lien PT Release#page11.tif  
source=1st Lien PT Release#page12.tif  
source=1st Lien PT Release#page13.tif  
source=1st Lien PT Release#page14.tif  
source=1st Lien PT Release#page15.tif  
source=1st Lien PT Release#page16.tif  
source=1st Lien PT Release#page17.tif  
source=1st Lien PT Release#page18.tif  
source=1st Lien PT Release#page19.tif  
source=1st Lien PT Release#page20.tif  
source=1st Lien PT Release#page21.tif  
source=1st Lien PT Release#page22.tif  
source=1st Lien PT Release#page23.tif  
source=1st Lien PT Release#page24.tif  
source=1st Lien PT Release#page25.tif  
source=1st Lien PT Release#page26.tif  
source=1st Lien PT Release#page27.tif  
source=1st Lien PT Release#page28.tif  
source=1st Lien PT Release#page29.tif  
source=1st Lien PT Release#page30.tif  
source=1st Lien PT Release#page31.tif  
source=1st Lien PT Release#page32.tif  
source=1st Lien PT Release#page33.tif  
source=1st Lien PT Release#page34.tif  
source=1st Lien PT Release#page35.tif  
source=1st Lien PT Release#page36.tif  
source=1st Lien PT Release#page37.tif  
source=1st Lien PT Release#page38.tif  
source=1st Lien PT Release#page39.tif  
source=1st Lien PT Release#page40.tif  
source=1st Lien PT Release#page41.tif  
source=1st Lien PT Release#page42.tif  
source=1st Lien PT Release#page43.tif  
source=1st Lien PT Release#page44.tif  
source=1st Lien PT Release#page45.tif  
source=1st Lien PT Release#page46.tif  
source=1st Lien PT Release#page47.tif  
source=1st Lien PT Release#page48.tif  
source=1st Lien PT Release#page49.tif  
source=1st Lien PT Release#page50.tif  
source=1st Lien PT Release#page51.tif  
source=1st Lien PT Release#page52.tif  
source=1st Lien PT Release#page53.tif  
source=1st Lien PT Release#page54.tif  
source=1st Lien PT Release#page55.tif  
source=1st Lien PT Release#page56.tif  
source=1st Lien PT Release#page57.tif  
source=1st Lien PT Release#page58.tif  
source=1st Lien PT Release#page59.tif  
source=1st Lien PT Release#page60.tif  
source=1st Lien PT Release#page61.tif  
source=1st Lien PT Release#page62.tif

USPTO

4/2/2008 6:47:27 PM PAGE 11/072 Fax Server

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

**TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN  
PATENT AND TRADEMARK COLLATERAL**

This TERMINATION AND RELEASE OF FIRST 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 First 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 First 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 the Grant of First 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 June 1, 2007 ("First Lien Grant"), and recorded with the U.S. Patent and Trademark Office on July 5, 2007 at Reel/Frame Nos. 019520/0001 and 003574/0896, 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,
- 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

USPTO

4/2/2008 6:47:27 PM PAGE 12/072 Fax Server

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

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 First Lien Grant have been made; and

WHEREAS, the Grantors have requested that the Collateral Agent release its security interest in the Intellectual Property in connection with the termination of the Credit Agreement and the First Lien Grant;

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, "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 First Lien Grant (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 6:47:27 PM PAGE 13/072 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: *Liliana Clear*  
Authorized Signatory  
**Liliana Clear**  
Vice President

[Aezro Technologies Inc - Termination and Release of First Lien Interest in Patent and Trademark Collateral]