

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Safety and Health Institute, Inc.		12/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South Lasalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2961512	TRAINING SAVES LIVES	
Registration Number:	2988346	24-7 EMS	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-8086		
Email:	trademarks@sonnenschein.com		
Correspondent Name:	Debra S. Clark		
Address Line 1:	Wacker Drive Station, Sears Tower		
Address Line 2:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	9801880-0002		
NAME OF SUBMITTER:	Katie A. Krutzsch		
Signature:	/katie a. krutzsch/		

OP \$65.00 2961512

Date:

12/12/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2008, by AMERICAN SAFETY AND HEALTH INSTITUTE, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association (successor by merger to LaSalle Bank National Association), in its capacity as agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor is party to a Credit Agreement dated as of August 25, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions (the "Banks") have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. The Grantor is party to a Security Agreement dated as of August 25, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent and the Lender Parties are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Banks, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Banks, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Banks, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement

of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Liabilities.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMERICAN SAFETY AND HEALTH
INSTITUTE, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent


By: Eileen Roethler
Name: EILEEN ROETHLER
Title: VP

*Signature Page to Trademark Security
Agreement*

**TRADEMARK
REEL: 003901 FRAME: 0768**

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMERICAN SAFETY AND HEALTH
INSTITUTE, INC.

By: 
Name: L. Joseph Lee, Jr.
Title: Vice President and Secretary

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: _____
Title: _____

*Signature Page to Trademark Security
Agreement*

**TRADEMARK
REEL: 003901 FRAME: 0769**

STATE OF Ohio)
) ss
COUNTY OF Cuyahoga

On this 1st day of December, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of American Safety and Health Institute, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.


Toni Kardamis
Notary Public



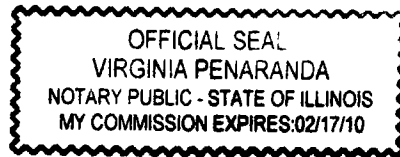
TONI T. KARDAMIS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Exp. 1/7/09

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 2nd day of December, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Bank of America, N.A., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
24-7 EMS	78294226	2988346	08/29/03	08/23/05
TRAINING SAVES LIVES	78350601	2961512	01/12/04	06/07/05