

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
Dorcy International, Inc.		05/27/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	917 Euclid Avenue (CM62)
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1039167	MASTER CELL
Registration Number:	1263927	DORCY
Registration Number:	1520764	BIG SHOT
Registration Number:	1549036	JACK-O-LIGHT
Registration Number:	1613708	THE BOSS
Registration Number:	1735661	EXCELL
Registration Number:	1820557	LUMINATOR
Registration Number:	1862425	HOME 'N CAR PACK
Registration Number:	1868169	LUMINATOR
Registration Number:	1997403	FAILSAFE
Registration Number:	2040975	TRUE SPOT
Registration Number:	2189977	DORCY
Registration Number:	2270585	DORCY
Registration Number:	2447597	ADVENTURE

CH \$465.00 1039167

900163464

**TRADEMARK
 REEL: 004215 FRAME: 0918**

Registration Number:	2564573	FAILSAFE
Registration Number:	3190111	METAL GEAR
Registration Number:	3544696	PYTHON
Registration Number:	3042189	HAWKEYE

CORRESPONDENCE DATA

Fax Number: (614)227-2100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-227-2000
Email: ipdocket@porterwright.com
Correspondent Name: Karen K. Hammond
Address Line 1: 41 South High Street
Address Line 2: 29th Floor
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	0266900-183014
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	06/01/2010

Total Attachments: 7
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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2010, by DORCY INTERNATIONAL, INC., an Ohio corporation ("*Grantor*"), in favor of THE HUNTINGTON NATIONAL BANK ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to a certain Amended and Restated Credit and Security Agreement dated of even date herewith (as amended, modified or supplemented from time to time, the "*Credit Agreement*") between Grantor and Lender, Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make extensions of credit to Grantor thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are

more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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,

DORCY INTERNATIONAL, INC.
as Grantor

By: 
Thomas Beckett, President

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: Tony Alexander
Title: Vice President

IN WITNESS WHEREOF, 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,

DORCY INTERNATIONAL, INC.
as Grantor

By: _____
Thomas Beckett, President

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: Tony Alexander
Name: Tony Alexander
Title: Vice President

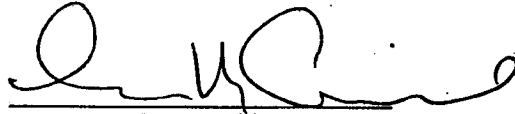
[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004215 FRAME: 0923

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 26 day of May, 2010, before me personally appeared Thomas Beckett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Dorcy International, Inc, an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



Notary Public Linda M. Chincock

SCHEDULE I

SUMMARY OF U.S. TRADEMARK REGISTRATIONS

Mark	Registration Number	Goods/Services	Registration Date
MASTER CELL	1,039,167	Batteries	5/11/76 (original) 5/11/96 (renewal) 5/11/06 (renewal)
DORCY (stylized letters)	1,263,927	Flashlights, lanterns, battery powered lamps, light bulbs and tubes, batteries.	1/17/84 (original) 1/17/04 (renewal)
BIG SHOT	1,520,764	Battery powered lantern	1/17/89 (original) 1/17/09 (renewal)
JACK-O-LIGHT	1,549,036	Flashlights	7/25/89 (original) 7/25/09 (renewal)
THE BOSS	1,613,708	Flashlights	9/18/90 (original) 9/18/00 (renewal)
EXCELL	1,735,661	Flashlights	11/24/92 (original) 11/24/02 (renewal)
LUMINATOR	1,820,557	Flashlights	2/8/94 (original) 2/8/04 (renewal)
HOME 'N CAR PACK	1,862,425	Flashlights	11/15/94 (original) 11/15/04 (renewal)
LUMINATOR	1,868,169	Waterproof fluorescent lanterns	12/20/94 (original) 12/20/04 (renewal)
FAILSAFE	1,997,403	Flashlights	8/27/96 (original) 8/27/06 (renewal)
TRUE SPOT	2,040,975	Flashlight lens	2/25/97 (original) 2/25/07 (renewal)
DORCY	2,189,977	Electric battery cells	9/15/98 (original) 9/15/08 (renewal)
DORCY	2,270,585	Flashlights, lanterns, battery powered lamps, light bulbs and tubes	8/17/99
ADVENTURE	2,447,597	Flashlights, spot lights and lanterns	5/1/01
FAILSAFE	2,564,573	Electric battery cells and battery chargers	4/23/02
METAL GEAR	3,190,111	Flashlights	12/26/06

Mark	Registration Number	Goods/Services	Registration Date
PYTHON	3,544,696	Flashlights	12/9/08
HAWKEYE	3,042,189	Flashlights	1/10/06

SUMMARY OF PENDING U.S. TRADEMARK APPLICATIONS

Mark	Serial Number	Goods/Services	Filing Date	Status
None pending				

SUMMARY OF FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Serial Number	Goods/Services	Status	Renewal Date
DORCY	Mexico	MR 568529	Flashlights, battery powered portable lanterns; battery powered lamps and wall mounted lights, incandescent light bulbs and fluorescent tubes	Registered 1/28/98 Renewal effective 10/27/07	10/27/17
DORCY	Canada	TMA524,264	Batteries, flashlights, lanterns	Registered 3/3/00	3/3/15
ADVENTURE ALL TERRAIN LIGHTING and Design	Canada	TMA551,246	Flashlights, spot lights, lanterns and bicycle lights	Registered 9/20/01	9/20/16
ADVENTURE	Canada	TMA551,274	Flashlights, spot lights, lanterns and bicycle lights	Registered 9/21/01	9/21/16
DORCY	Peru	78935	Lanterns	Application pending in name of Artiglas S.A. To be transferred to Dorcy. Per Ted Davis, not to be pursued as of 8/23/00.	NA
DORCY	Korea	40-0668758	Broad description including lanterns, spotlights, safety lamps and torches for lighting and pocket searchlights.	Registered 7/3/06	7/3/16
ASHFLASH FAILSAFE	Australia	1038639	Batteries and battery chargers and flashlights and torches	Registered 1/24/04	1/24/15