



**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of August 12, 2003 by B-SQUARE, INC., a Texas corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") under the Credit Agreement (as defined below).

The Grantor owns certain patent and patent applications, including those patents and patent applications listed on Schedule 1 annexed hereto, and is party to the patent licenses listed on Schedule 2 annexed hereto; and

Pursuant to the terms of the Collateral Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor and certain other subsidiaries of Armor Holdings, Inc. (the "Borrower") and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all Patent Collateral (as hereinafter defined) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations owing by the Borrower under the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Borrower, the Lenders party thereto and the Administrative Agent, and the other Loan Documents described in the Credit Agreement. All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Credit Extensions to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

**1. Grant of Security Interest.** The Grantor does hereby grant to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now existing or hereafter created or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) each Patent, including, without limitation, each Patent referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions or extensions thereof;

(b) all Patent Licenses and other agreements providing the Grantor with the right to use, or pursuant to which the Grantor provides the right to use, any of the items described

in Section 1(a) (other than any such agreement that by its terms prohibits the granting of a security interest therein), including each Patent License referred to in Schedule 2; and

(c) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by any such Grantor against third parties for past, present or future (i) infringement of any Patent, including, without limitation, the Patents referred to in Schedule 1, the Patents issued with respect to the Patent applications or provisional Patent applications referred to in Schedule 1 and, to the extent applicable, the patents licensed under any Patent License, or (ii) breach or enforcement of any Patent License.

**2. Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

**3. Restrictions on Future Agreements.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with such Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Patent Collateral or the benefits of this Agreement to the Administrative Agent, and such Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

**4. New Patents.** The Grantor represents and warrants to the Administrative Agent that the Patents listed on Schedule 1 and the Patent Licenses listed on Schedule 2 constitute all of the Patents now owned by or licensed to such Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall obtain rights to any new patents, patent applications or provisional Patent applications granted or filed in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 to include any future patents, patent applications, provisional Patent applications and license agreements which are Patents, as applicable, under Section 1 above or under this Section 4.

**5. Lenders Not Liable.** Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Patent Collateral

including, without limitations, any obligation to renew registrations of or defend the validity or enforceability of the Patent Collateral.

**6. Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

**7. Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Grantor, the Administrative Agent and the Lenders and their successors and assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

[Signature Pages Follow]

B-SQUARE, INC.,  
as Grantor

By: *Phil Baratelli*  
Name: Phil Baratelli  
Title: Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA  
COUNTY OF CAMDEN

I, *ANNIE M. HAYES*, a Notary Public for said County and State, do hereby certify that Phil Baratelli personally appeared before me this day and stated that he is Vice President of B-Square, Inc. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this *12th* day of August, 2003.

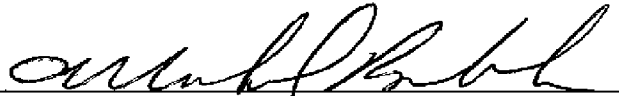
*Annie M. Hayes*  
Notary Public

My commission expires:

Notary Public, Camden County, Georgia  
My Commission Expires Sept. 17, 2004

Agreed and Accepted as of August 12, 2003.

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Michael Brashler  
Title: Vice President and Senior Agency Officer

[Acknowledgment Follows]

Schedule 1  
to Patent  
Security Agreement

**PATENTS AND PATENT APPLICATIONS**

See Attached Chart

<u>Owner</u>	<u>Patent # Application #</u>	<u>Title/Description</u>	<u>Issue Date</u>
B-Square, Inc.	4,850,127	Gunstock Incorporating Magazine	7/25/89
B-Square, Inc.	D286,669	Combined Shotgun Stock and Magazine	11/11/86
B-Square, Inc.	D432,617	Bubble device for attachment to a firearm for use during sighting to indicate whether the firearm is canted	10/24/00
B-Square, Inc.	D372,848	Wrench for installing and removing shotgun chokes	8/20/96
B-Square, Inc.	D346,636	Bipod for supporting a firearm	5/3/94
B-Square, Inc.	D331,443	Mount for attaching a sighting aid to a pistol	12/1/92
B-Square, Inc.	D331,442	Mount for attaching a sighting aid to a rifle or shotgun	12/1/92
B-Square, Inc.	D318,708	Pistol scope mount	7/30/91
B-Square, Inc.	D318,313	Pistol scope mount	7/16/91



Schedule 2  
to Patent  
Security Agreement

**PATENT LICENSES**

None

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