

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Armament Systems and Procedures, Inc.	05/02/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Emissive Energy Corporation
<b>Street Address:</b>	135 Circuit Drive
<b>City:</b>	North Kingstown
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02852
<b>Name:</b>	I.Q. Hong Kong Limited
<b>Street Address:</b>	Rm09, 21/F, Mega Trade Centre
<b>Internal Address:</b>	1-6 Mei Wan Street
<b>City:</b>	Tsuen Wan, N.T.
<b>State/Country:</b>	HONG KONG
<b>Name:</b>	Zen Design Group Limited
<b>Street Address:</b>	2850 Coolidge Highway
<b>City:</b>	Berkley
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48072
<b>Name:</b>	Vector Products, Inc.
<b>Street Address:</b>	8100 S.W. 10th Street, Suite 3000
<b>City:</b>	Plantation
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33324
<b>Name:</b>	Target Corporation
<b>Street Address:</b>	1000 Nicollet Mall

OP \$5720.00 11121520

City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55403

PROPERTY NUMBERS Total: 143

Property Type	Number
Application Number:	11121520
Application Number:	11343110
Application Number:	29260618
Application Number:	60888618
Application Number:	11593350
Application Number:	60888615
Application Number:	11809146
Application Number:	11818433
Application Number:	10625020
Application Number:	11240408
Application Number:	11258506
Application Number:	11538143
Patent Number:	4752072
Patent Number:	4953769
Patent Number:	4955518
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Patent Number:	D529370
Patent Number:	D535471
Patent Number:	D560294
Patent Number:	D560295
Patent Number:	D563056

**CORRESPONDENCE DATA**

Fax Number: (401)273-4447  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 401-273-4446  
Email: met@barjos.com  
Correspondent Name: Barlow, Josephs & Holmes, Ltd.  
Address Line 1: 101 Dyer Street, 5th Floor  
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	EMISSIVE.ASP
NAME OF SUBMITTER:	Mark E. Tetreault

**Total Attachments: 44**  
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated May 2, 2008, and is entered into by and among Armament Systems and Procedures, Inc., a Wisconsin corporation with a principal place of business located at 2511 East Capitol Drive, Appleton, Wisconsin 54911 (the "Pledgor"), Emissive Energy Corporation, a Delaware corporation with its principal office located at 135 Circuit Drive, North Kingstown, Rhode Island 02852, I.Q. Hong Kong Limited, a Hong Kong corporation with its principal place of business located at Rm09, 21/F, Mega Trade Centre, 1-6 Mei Wan Street, Tsuen Wan, N.T. Hong Kong, Zen Design Group Limited, a Michigan corporation with its principal place of business located at 2850 Coolidge Highway, Berkley, Michigan 48072, Vector Products, Inc., a Florida corporation with its principal place of business located at 8100 S.W. 10<sup>th</sup> Street, Suite 3000, Plantation, Florida 33324, Target Corporation, a Minnesota corporation with its principal place of business located at 1000 Nicollet Mall, Minneapolis, Minnesota 55403, and Team Products International, Inc., a New Jersey corporation with its principal place of business located at 43 US Highway 46 East - Suite 703, Pine Brook, New Jersey 07058 (collectively, the "Lender"). The Lender is herein referred to from time to time as the "Secured Party".

### **PRELIMINARY STATEMENTS**

- (1) Pledgor is sometimes referred to herein as the "Borrower".
- (2) Pursuant to the Decision and Order issued by the United States District Court for the Eastern District of Wisconsin (the "Court") on February 29, 2008, in that proceeding identified as Armament Systems and Procedures, Inc. v. IQ Hong Kong Limited, et al, Case No. 00-C-1257, the Court entered judgment (the "Judgment") against Pledgor in favor of the Secured Party.
- (3) The Lender and the Borrower are parties to a certain Settlement Agreement dated May 2, 2008 (the "Settlement Agreement") pursuant to which the Borrower will satisfy the Judgment.
- (4) It is a condition precedent to the Lender's willingness to enter into the Settlement Agreement that Pledgor shall have granted the security interest and made the pledge contemplated by this Agreement.
- (5) Pledgor is the owner of the Pledged Collateral (as defined herein).
- (6) This Agreement is given by Pledgor in favor of the Lender to secure the payment and performance of all of the Secured Obligation (as defined in Section 2).

NOW, THEREFORE, in consideration of the premises and in order to induce the Lender to enter into the Settlement Agreement and for other good and valuable



consideration, the receipt of which is hereby acknowledged by the Pledgor, the Pledgor hereby agrees with the Lender as follows:

**SECTION 1. Pledge.** Pledgor hereby assigns, pledges and grants to the Lender a continuing second priority security interest in all of Pledgor's right, title and interest in and to the following, whether now owned or hereafter acquired, and all proceeds thereof (collectively, the "Pledged Collateral"):

(a) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payment for past or future infringements thereof), and (iv) all rights whatsoever of Pledgor accruing thereunder or pertaining thereto (the "Copyrights");

(b) each patent, patent application and patentable invention, including, without limitation, (i) all inventions and improvements described and claimed therein, and patentable inventions, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Pledgor accruing thereunder or pertaining thereto (the "Patents"); and

(c) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademarks and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or Statement of Use under Section 1(c) and 1(d) of said Act has been filed), and any renewals thereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past

or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Pledgor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks"); and

(d) all license agreements with any other person in connection with any of the Pledged Collateral, or such other person's patents, trademarks, copyrights or works of authorship, or other intellectual property, whether Pledgor is a licensor or licensee under any such license agreement, subject in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Pledgor and now or hereafter covered by any such licenses (the "Licenses").

(e) Notwithstanding anything to the contrary herein, the following shall be excluded from the definition of "Pledged Collateral"; (i) any permit, lease or license, or the assets (to the extent owned by a person other than the Pledgor) relating thereto or covered thereby, held by the Pledgor that validly prohibits the creation by the Pledgor of a security interest therein or lien thereon, (ii) any permit, lease or license, or the assets (to the extent owned by a person other than the Pledgor) relating thereto or covered thereby, held by the Pledgor to the extent that any law applicable thereto prohibits the creation of a security interest therein or lien thereon and (iii) any general intangibles, including intent-to-use trademark applications, for which the creation by the Pledgor of a security interest therein or lien thereon is prohibited without the consent of a third party by any law.

**SECTION 2. Security for Obligation.** The assignment and pledge of and grant of a security interest in the Pledged Collateral by Pledgor pursuant to this Agreement secures the payment of the obligations of the Pledgor to the Secured Party, whether for principal, interest, fees, expenses or otherwise under Pledgor's Promissory Note (the "Note") in the principal amount of \$2,204,017.21 of even date herewith, and all of its obligations under the Judgment and the Settlement Agreement, (all such obligations being the "Secured Obligation"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligation and would be owed by Borrower to the Lender under the Note and the Settlement Agreement and under the loan documents executed in connection therewith but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Pledgor.

**SECTION 3. Pledgor Remains Liable.** Anything herein to the contrary notwithstanding, (a) the Pledgor shall remain liable under the contracts and agreements included in the Pledged Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Lender of any of the rights hereunder shall not release Pledgor from any of its duties or obligations under the contracts and agreements included in the Pledged Collateral, and (c) the Lender shall not have any obligations or liability under the contracts

and agreements included in the Pledged Collateral by reason of this Agreement, nor shall the Lender be obligated to perform any of the obligations or duties of Pledgor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

**SECTION 4. Representations and Warranties.** Pledgor represents and warrants as to itself and its Pledged Collateral as follows:

(a) Pledgor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Patents, Trademarks and Copyrights and corresponding registrations and applications set forth in Schedule I hereto as being the property of the Pledgor free and clear of any Lien, except for the security interest created by this Agreement and except for a prior security interest in favor of M&I Marshall & Ilsley Bank. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of such Patents, Trademarks and Copyrights or corresponding registrations that has not been terminated or released (or that will not be terminated or released in connection with the closing (the "Closing") of the transactions contemplated by the Settlement Agreement), is on file in any recording office (including, without limitation), the United States Patent and Trademark Office and the United States Copyright Office, except such as may have been filed in favor of the Lender relating to this agreement and such as may have been filed in favor of M&I Marshall & Ilsley Bank or any other such statement under the Uniform Commercial Code or the filing of any document or notice similar in effect, that has not been released or terminated (or that will not be terminated or released in connection with the Settlement Agreement), covering all or any part of the Pledged Collateral.

(b) Set forth in Schedule I is a complete and accurate list of all Patents and Copyrights and corresponding registrations and applications owned by the Pledgor. Pledgor has made (and will make) all necessary filings and recordings to protect and maintain its interest in the Patents, Trademarks and Copyrights, and corresponding registrations and applications set forth in Schedule I, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office and United States Copyright Office. Set forth in Schedule II opposite the name of Pledgor is a complete and accurate list of material Licenses owned by Pledgor in which Pledgor is (i) a licensor or (ii) a licensee, and Schedule II specifies whether Pledgor is a licensee or licensor under each such license.

(c) Except in connection with the Judgment, or to the extent previously disclosed to the Secured Party, each of the assets set forth in Schedule I is subsisting and has not been adjudged invalid, unregistered or unenforceable, in whole or in part, and is valid, subsisting, registrable and enforceable. Except in connection with the Judgment, or to the extent previously disclosed to the Secured Party, each License of Pledgor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. Pledgor has notified the Lender in writing of all uses of any item of Pledged Collateral of which Pledgor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized used by third parties.

(d) Pledgor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Pledged Collateral that has not been terminated or released, except in favor of M&I Marshall & Ilsley Bank. Pledgor has not granted any license (other than those listed on Schedule II hereto), shop right, release, covenant not to sue, or non-assertion assurance to any person, firm or entity ("Persons") with respect to any part of the Pledged Collateral.

(e) No consent of any other Person and no authorization, approval or other action by, and no notice of filing with, any governmental authority or regulatory body or other third party in the United States is required either (A) for the grant by Pledgor of the security interest granted hereby for the execution, delivery or performance of this Agreement by Pledgor, (B) for the perfection or maintenance of the pledge and security interest created hereby (including the priority of such pledge or security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and filings with the United States Patent and Trademark Office and the United States Copyright Office, or (C) for the exercise by the Lender of its rights provided for in this Agreement or the remedies in respect of the Pledged Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, Pledgor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Pledged Collateral contained on Schedule I.

(g) Except in connection with the Judgment, no claim has been made and is continuing or threatened that the use by Pledgor of any item of Pledged Collateral is invalid or unenforceable or that the use by Pledgor of any item of Copyright Collateral does or may violate the rights of any Person, except claims, uses and infringements that will not result in a material adverse effect on the business, finances or operations of Pledgor or the Collateral. To the best of Pledgor's knowledge, there is currently no infringement or unauthorized use of any material item of Pledged Collateral contained on Schedule I.

(h) Pledgor has no knowledge of the existence of any Pledged Collateral registration or license agreement held or claimed by any other Person that would preclude Pledgor from distributing, marketing, selling or providing any product sold or provided by it, as the case may be, under or in connection with any material part of the Pledged Collateral (except, in each case, to the extent that Pledgor has granted an exclusive license to another Person), or that would materially interfere with the ability of Pledgor to carry on its business as currently carried on, and Pledgor has no knowledge of any such claim that is likely to be made that if upheld would preclude or materially interfere with the ability of Pledgor to carry on its business as currently carried on, and Pledgor has no knowledge of any claim that is likely to be made that if upheld would preclude or materially interfere with the business of Pledgor as currently carried on under any of the Pledged Collateral.

SECTION 5. Further Assurances.

(a) Pledgor agrees that from time to time, at the reasonable expense of Pledgor, Pledgor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Lender may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Pledged Collateral. Without limiting the generality of the foregoing, Pledgor will execute and file such financing or continuation statements, or amendments thereto, or as the Lender may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) Pledgor hereby authorizes the Lender to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Pledged Collateral without the signature of Pledgor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Pledged Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Pledgor will furnish to the Lender from time to time (but not more frequently than once in any quarter, unless an Event of Default shall have occurred and be continuing) statements and schedules further identifying and describing the Pledged Collateral and such other reports in connection with the Pledged Collateral as the Lender may reasonably request, all in reasonable detail.

(d) Pledgor agrees that, should it obtain an ownership interest in any patent, trademark or copyright which is material to its business, or a Pledged Collateral registration, application or license which is not now a part of the Pledged Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such item of Pledged Collateral or Pledged Collateral registration, application or license shall automatically become part of the Pledged Collateral, and (iii) with respect to any ownership interest in any such copyright, copyright registration, copyright application or copyright license that Pledgor should obtain, it shall give prompt written notice thereof to the Lender in accordance with Section 13 hereof. Pledgor authorizes the Lender to modify this Agreement by amending Schedule I and II (and will cooperate reasonably with the Lender in effecting any such amendment) to include any Pledged Collateral, Pledged Collateral registration, application or license which becomes part of the Pledged Collateral under this Section.

(e) With respect to each item of Pledged Collateral and Pledged Collateral registration, application and license, Pledgor agrees to take all necessary steps, including, without limitation, in the United States Trademark and Patent Office and the United States Copyright Office or in any court, to (i) maintain each item of such Pledged Collateral registration, and license, and (ii) pursue each such application now or hereafter included in the Pledged Collateral, except where failure to do any of the foregoing will not result in a material adverse effect on the business, finances or operations of Pledgor or the Collateral. Pledgor shall not abandon any right to file any Pledged Collateral application, or abandon any Pledged Collateral registration application or Pledged Collateral, without the written

consent of the Lender, unless the loss thereof will not result in a material adverse effect on the business, finances or operations of Pledgor or the Collateral.

(f) Pledgor agrees to notify the Lender promptly and in writing if it learns (i) that any item of the Pledged Collateral contained on Schedule I has become abandoned or dedicated or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Trademark and Patent Office and the United States Copyright Office or any court) regarding any material item of the Pledged Collateral.

(g) Pledgor shall continue to use proper statutory notice in connection with its copyright registrations contained in Schedule I (to the extent it deems reasonable in its best business judgment).

**SECTION 6. Transfers and Other Liens.** Pledgor shall not (a) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Pledged Collateral, or (b) created or suffer to exist any lien upon or with respect to any of the Pledged Collateral except for the pledge, assignment, and security interest created by this Agreement, and except for the pledge, assignment and security interest in favor of M&I Marshall & Ilsley Bank.

**SECTION 7. Lender Appointed Attorney-in-Fact.** Pledgor hereby irrevocably appoints the Lender as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in the Lender's discretion, after the occurrence and during the continuance of an Event of Default as defined in the Settlement Agreement and/or in the Note and the other loan documents executed in connection therewith, to take any action and to execute any instrument that the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give a quitance and receipts for moneys due and to become due under or in respect of any of the Pledged Collateral;

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any payments relating to any of the Pledged Collateral or otherwise to enforce the rights of the Lender with respect to any of the Pledged Collateral.

To the extent permitted by law, Pledgor hereby ratifies all that the Lender shall lawfully do or cause to be done as attorney-in-fact for Pledgor. This power of attorney is a power

coupled with an interest and is irrevocable, but subject to the terms and conditions set forth in this Section 7.

**SECTION 8. The Lender May Perform.** If Pledgor fails to perform any material agreement contained herein, after expiration of any applicable grace period, the Lender may itself perform, or cause performance of, such agreement after reasonable notice to Pledgor to the extent practicable, and the expenses of the Lender incurred in connection therewith shall be payable by Pledgor under Section 11.

**SECTION 9. The Lender's Duties.** The powers conferred on the Lender hereunder are solely to protect its interest in the Pledged Collateral and shall not impose any duty upon the Lender to exercise any such powers. Except for the safe custody of any Pledged Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Lender shall have no duty as to any Pledged Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Pledged Collateral. The Lender shall be deemed to have exercised reasonable care in the custody and preservation of any Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equal to that which the Lender accords its own property.

**SECTION 10. Remedies.** If any Event of Default shall have occurred and be continuing:

(a) The Lender may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of Wisconsin at such time (the "Uniform Commercial Code") (whether or not the Uniform Commercial Code applies to the affected Pledged Collateral) and also may (i) require Pledgor to, and Pledgor hereby agrees that it will, at its expense and upon request of the Lender, forthwith assemble all or part of the documents and things embodying the Pledged Collateral as directed by the Lender and make them available to the Lender at a place to be designated by the Lender, and (ii) without notice as specified below, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Lender may deem commercially reasonable. In the event of any sale, assignment or any disposition of the Pledged Collateral, Pledgor shall supply to the Lender or its designee Pledgor's know-how, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Pledged Collateral subject to such disposition, and Pledgor's customer lists and other records and documents relating to Pledged Collateral and to the manufacture, distribution, advertising and sale of such products and services. Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Pledgor shall constitute reasonable notification. The Lender shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Lender may adjourn any public or

private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of, the Pledged Collateral shall be applied against the Secured Obligation.

(c) The Lender may exercise any and all rights and remedies of Pledgor under or otherwise in respect of the Pledged Collateral.

(d) All payments received by the Pledgor under or in connection with any of the Pledged Collateral shall be received in trust for the benefit of the Lender, shall be segregated from other funds of Pledgor and shall be forthwith paid over to the Lender in the same form as so received (with any necessary endorsement).

#### SECTION 11. Indemnity and Expenses.

(a) Pledgor agrees to indemnify the Lender from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Lender's gross negligence or willful misconduct.

(b) Pledgor will upon demand pay to the Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Lender may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Pledged Collateral, (ii) the exercise or enforcement of any of the rights of the Lender hereunder, or (iii) the failure by Pledgor to perform or observe any of the provisions hereof; provided, however, that Pledgor shall not be responsible for any amounts in excess of \$2,000.00 incurred with respect to providing reports, audits or other collateral inventory or collateral documentation requirements of the Lender.

SECTION 12. Amendments Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Pledgor from the terms and conditions hereof, shall in any event be effective unless the same shall be in writing and signed by the Lender and, in the case of an amendment, by Pledgor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Lender to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addressees for Notices. All notices and other communications provided for hereunder shall be in writing, and shall be given and shall be effective as set forth in the Loan Agreement.



SECTION 14. Continuing Security Interest, Etc. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (a) remain in full force and effect until the later of the indefeasible payment in full of all of the Secured Obligation, or an agreement to provide additional credit thereunder, (b) be binding upon the Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender, and its respective successors, transferees and assigns.

SECTION 15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

SECTION 16. Terms. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.

SECTION 17. Subordination. Notwithstanding anything to the contrary in this Agreement, the Lender's rights under this Agreement are subject to that certain Debt & Security Interest/Lien Subordination Agreement dated as of even date herewith, among the Lender, the Pledgor and M&I Marshall & Ilsley Bank.

SECTION 18. Judgment. The rights and remedies set forth herein and in the Obligor's other loan documents between the Pledgor and the Lender shall not be construed to limit or impair the Lender's rights of execution, garnishment, or attachment or any other rights available for collection of the Judgment after the occurrence of an Event of Default except only as may be specifically set forth in the Debt Subordination Agreement with the Bank.

SECTION 19. Agent. All notices, reports and other correspondence and materials to be delivered to the Lender may be sent by the Pledgor to Brooks Kushman, P.C., a law firm with an address of 1000 Town Center, Twenty Second Floor, Southfield, Michigan 48075 as collateral and administrative agent (the "Agent") for and on behalf of itself and the Lender. The Agent is authorized to enforce the rights and remedies of the Lender hereunder. As between the Obligor and the Lender, any action of the Agent shall be binding upon each and every Lender Performance rendered to the Agent by the Pledgor shall constitute performance with respect to the Lender hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal of the date first above written.

**PLEDGOR**  
ARMAMENT SYSTEMS AND  
PROCEDURES, INC.



Name: KEVIN PARSONS  
Title: PRESIDENT, SECRETARY, CHAIRMAN OF THE BOARD

Kathy G. Bann  
WITNESS

**LENDER**  
EMISSIVE ENERGY CORPORATION

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I.Q. HONG KONG LIMITED

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZEN DESIGN GROUP LIMITED

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VECTOR PRODUCTS, INC

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TARGET CORPORATION

\_\_\_\_\_

\_\_\_\_\_

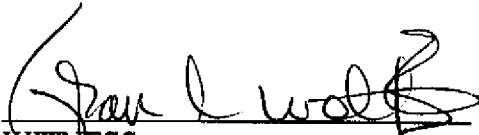
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal of the date first above written.

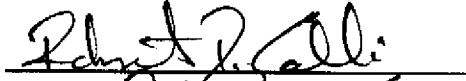
**PLEDGOR**  
ARMAMENT SYSTEMS AND  
PROCEDURES, INC.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER**  
EMISSIVE ENERGY CORPORATION

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Name: ROBERT D. CALL  
Title: CEO

I.Q. HONG KONG LIMITED

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ZEN DESIGN GROUP LIMITED

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VECTOR PRODUCTS, INC

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TARGET CORPORATION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal of the date first above written.

**PLEDGOR**  
ARMAMENT SYSTEMS AND  
PROCEDURES, INC.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**LENDER**  
EMISSIVE ENERGY CORPORATION

\_\_\_\_\_  
WITNESS

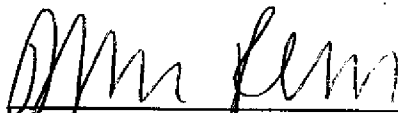
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**I.Q. HONG KONG LIMITED**

  
\_\_\_\_\_  
WITNESS MEGAN RUSSELL

  
\_\_\_\_\_  
Name: WUK YU  
Title: VP AGENT

**ZEN DESIGN GROUP LIMITED**

  
\_\_\_\_\_  
WITNESS MEGAN RUSSELL

  
\_\_\_\_\_  
Name: WUK YU  
Title: PRESIDENT

**VECTOR PRODUCTS, INC**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TARGET CORPORATION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal of the date first above written.

**PLEDGOR**  
ARMAMENT SYSTEMS AND  
PROCEDURES, INC.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER**  
EMISSIVE ENERGY CORPORATION

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I.Q. HONG KONG LIMITED

\_\_\_\_\_  
WITNESS

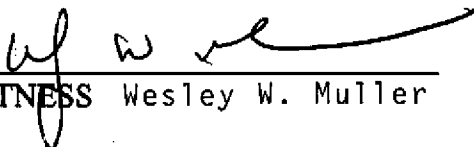
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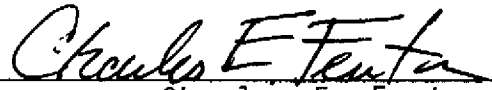
ZEN DESIGN GROUP LIMITED

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VECTOR PRODUCTS, INC

  
\_\_\_\_\_  
WITNESS Wesley W. Muller

  
\_\_\_\_\_  
Name: Charles E. Fenton  
Title: Vice President

TARGET CORPORATION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered under seal of the date first above written.

**PLEDGOR**  
ARMAMENT SYSTEMS AND  
PROCEDURES, INC.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER**  
EMISSIVE ENERGY CORPORATION

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**I.Q. HONG KONG LIMITED**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ZEN DESIGN GROUP LIMITED**

\_\_\_\_\_  
WITNESS

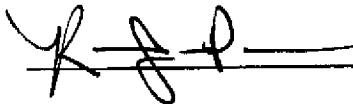
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Title: \_\_\_\_\_

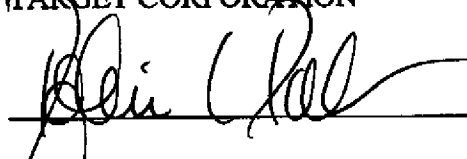
**VECTOR PRODUCTS, INC**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TARGET CORPORATION**

  
\_\_\_\_\_

  
\_\_\_\_\_  
11

WITNESS

Name: Robin L. Preble  
Title: Senior Counsel

TEAM PRODUCTS INTERNATIONAL,  
INC.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGENT  
BROOKS KUSHMAN, P.C.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Armament Systems and Procedures, Inc., to me known and known  
by me to be the person executing the foregoing instrument, for and on behalf of Armament  
Systems and Procedures, Inc. and he/she acknowledged said instrument by him/her executed  
to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and  
the free act and deed of Armament Systems and Procedures, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Emissive Energy Corporation, Inc., to me known and known by me  
to be the person executing the foregoing instrument, for and on behalf of Emissive Energy  
Corporation, Inc. and he/she acknowledged said instrument by him/her executed to be his/her  
free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and  
deed of Emissive Energy Corporation, Inc.

WITNESS

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TEAM PRODUCTS INTERNATIONAL,  
INC.

Virginia Wagner  
WITNESS

Robert J. Kushman  
Name: \_\_\_\_\_  
Title: Attorney

AGENT  
BROOKS KUSHMAN, P.C.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Armament Systems and Procedures, Inc., to me known and known  
by me to be the person executing the foregoing instrument, for and on behalf of Armament  
Systems and Procedures, Inc. and he/she acknowledged said instrument by him/her executed  
to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and  
the free act and deed of Armament Systems and Procedures, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Emissive Energy Corporation, Inc., to me known and known by me  
to be the person executing the foregoing instrument, for and on behalf of Emissive Energy  
Corporation, Inc. and he/she acknowledged said instrument by him/her executed to be his/her  
free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and  
deed of Emissive Energy Corporation, Inc.



WITNESS

Name: \_\_\_\_\_

Title: \_\_\_\_\_

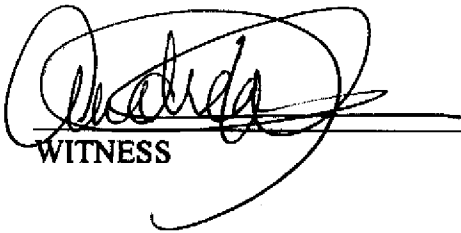
TEAM PRODUCTS INTERNATIONAL,  
INC.


\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

AGENT  
BROOKS KUSHMAN, P.C.

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Name: Thomas Cunningham  
\_\_\_\_\_  
Title: Shareholder

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Armament Systems and Procedures, Inc., to me known and known  
by me to be the person executing the foregoing instrument, for and on behalf of Armament  
Systems and Procedures, Inc. and he/she acknowledged said instrument by him/her executed  
to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and  
the free act and deed of Armament Systems and Procedures, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Emissive Energy Corporation, Inc., to me known and known by me  
to be the person executing the foregoing instrument, for and on behalf of Emissive Energy  
Corporation, Inc. and he/she acknowledged said instrument by him/her executed to be his/her  
free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and  
deed of Emissive Energy Corporation, Inc.

WITNESS

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TEAM PRODUCTS INTERNATIONAL, INC.

WITNESS

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT  
BROOKS KUSHMAN, P.C.

WITNESS

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN  
COUNTY OF Outagamie

On the 2<sup>nd</sup> day of May, 2008, before me personally appeared Kevin Parsons  
the President of Armament Systems and Procedures, Inc., to me known and known  
Secretary  
Chairman of the Board  
by me to be the person executing the foregoing instrument, for and on behalf of Armament  
Systems and Procedures, Inc. and he/she acknowledged said instrument by him/her executed  
to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and  
the free act and deed of Armament Systems and Procedures, Inc.

Kathy A. Bruns  
Notary Public Kathy A. Bruns  
My Commission Expires: 4/1/12

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Emissive Energy Corporation, Inc., to me known and known by me  
to be the person executing the foregoing instrument, for and on behalf of Emissive Energy  
Corporation, Inc. and he/she acknowledged said instrument by him/her executed to be his/her  
free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and  
deed of Emissive Energy Corporation, Inc.

WITNESS

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TEAM PRODUCTS INTERNATIONAL,  
INC.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGENT  
BROOKS KUSHMAN, P.C.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Armament Systems and Procedures, Inc., to me known and known  
by me to be the person executing the foregoing instrument, for and on behalf of Armament  
Systems and Procedures, Inc. and he/she acknowledged said instrument by him/her executed  
to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and  
the free act and deed of Armament Systems and Procedures, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF RHODE ISLAND  
COUNTY OF WASHINGTON

On the 28 day of May, 2008, before me personally appeared ROBERT D GAUL,  
the CEO of Emissive Energy Corporation, Inc., to me known and known by me  
to be the person executing the foregoing instrument, for and on behalf of Emissive Energy  
Corporation, Inc. and he/she acknowledged said instrument by him/her executed to be his/her  
free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and  
deed of Emissive Energy Corporation, Inc.

Paula O'Shaughnessy  
Notary Public #53341  
My Commission Expires: 5/17/2012

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of I.Q. Hong Kong Limited, to me known and known by me to be the  
person executing the foregoing instrument, for and on behalf of I.Q. Hong Kong Limited and  
he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of I.Q. Hong  
Kong Limited.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Zen Design Group Limited, to me known and known by me to be  
the person executing the foregoing instrument, for and on behalf of Zen Design Group Limited  
and he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of Zen  
Design Group Limited.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Vector Products, Inc. to me known and known by me to be the  
person executing the foregoing instrument, for and on behalf of Vector Products, Inc. and  
he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of Vector  
Products, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the 2 day of May, 2008, before me personally appeared SUN YU,  
the UN AGENT of I.Q. Hong Kong Limited, to me known and known by me to be the  
person executing the foregoing instrument, for and on behalf of I.Q. Hong Kong Limited and  
he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of I.Q. Hong  
Kong Limited.

NANCY E. TOKARZ  
Notary Public, Oakland Co., MI  
My Comm. Expires Aug. 19, 2010

Nancy E. Tokarz  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the 2 day of May, 2008, before me personally appeared SUN YU,  
the PRESIDENT of Zen Design Group Limited, to me known and known by me to be  
the person executing the foregoing instrument, for and on behalf of Zen Design Group Limited  
and he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of Zen  
Design Group Limited.

NANCY E. TOKARZ  
Notary Public, Oakland Co., MI  
My Comm. Expires Aug. 19, 2010

Nancy E. Tokarz  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Vector Products, Inc. to me known and known by me to be the  
person executing the foregoing instrument, for and on behalf of Vector Products, Inc. and  
he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of Vector  
Products, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of I.Q. Hong Kong Limited, to me known and known by me to be the  
person executing the foregoing instrument, for and on behalf of I.Q. Hong Kong Limited and  
he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of I.Q. Hong  
Kong Limited.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

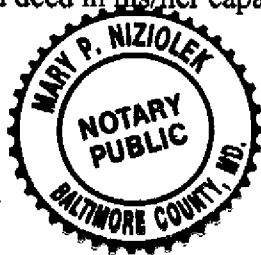
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Zen Design Group Limited, to me known and known by me to be  
the person executing the foregoing instrument, for and on behalf of Zen Design Group Limited  
and he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of Zen  
Design Group Limited.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MARYLAND  
COUNTY OF BALTIMORE

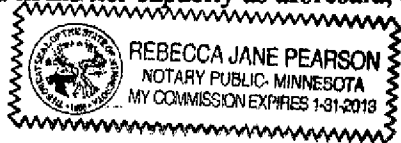
On the 29 day of May, 2008, before me personally appeared CHARLES E. FENTON  
the Vice President of Vector Products, Inc. to me known and known by me to be the  
person executing the foregoing instrument, for and on behalf of Vector Products, Inc. and  
he/she acknowledged said instrument by him/her executed to be his/her free act and deed,  
his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of Vector  
Products, Inc.



Mary P. Niziolek  
Notary Public  
My Commission Expires: 1-1-2009

STATE OF Minnesota  
COUNTY OF Hennepin

On the 29 day of May, 2008, before me personally appeared Robin L Preble  
the Senior Group Counsel of Target Corporation to me known and known by me to be the person  
executing the foregoing instrument, for and on behalf of Target Corporation and he/she  
acknowledged said instrument by him/her executed to be his/her free act and deed, his/her free  
act and deed in his/her capacity as aforesaid, and the free act and deed of Target Corporation.



[Signature]  
Notary Public  
My Commission Expires: 01/31/2013

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Team Products International, Inc. to me known and known by me to  
be the person executing the foregoing instrument, for and on behalf of Team Products  
International, Inc. and he/she acknowledged said instrument by him/her executed to be his/her  
free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and  
deed of Team Products International, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Brooks Kushman, P.C., in his/her capacity as Collateral and  
Administrative Agent to the Prevailing Parties (as herein defined) to me known and known by  
me to be the person executing the foregoing instrument, for and on behalf of I.Q. Hong Kong  
Limited and he/she acknowledged said instrument by him/her executed to be his/her free act  
and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of  
Brooks Kushman, P.C.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Target Corporation to me known and known by me to be the person  
executing the foregoing instrument, for and on behalf of Target Corporation and he/she  
acknowledged said instrument by him/her executed to be his/her free act and deed, his/her free  
act and deed in his/her capacity as aforesaid, and the free act and deed of Target Corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF New Jersey  
COUNTY OF Essex

On the 23<sup>rd</sup> day of May, 2008, before me personally appeared Robert J. Kipnees  
the Attorney of Team Products International, Inc. to me known and known by me to  
be the person executing the foregoing instrument, for and on behalf of Team Products  
International, Inc. and he/she acknowledged said instrument by him/her executed to be his/her  
free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and  
deed of Team Products International, Inc.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: July 13, 2010

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

VIRGINIA R. WAGNER  
A Notary Public of New Jersey  
My Commission Expires July 13, 2010

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Brooks Kushman, P.C., in his/her capacity as Collateral and  
Administrative Agent to the Prevailing Parties (as herein defined) to me known and known by  
me to be the person executing the foregoing instrument, for and on behalf of I.Q. Hong Kong  
Limited and he/she acknowledged said instrument by him/her executed to be his/her free act  
and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of  
Brooks Kushman, P.C.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Target Corporation to me known and known by me to be the person  
executing the foregoing instrument, for and on behalf of Target Corporation and he/she  
acknowledged said instrument by him/her executed to be his/her free act and deed, his/her free  
act and deed in his/her capacity as aforesaid, and the free act and deed of Target Corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

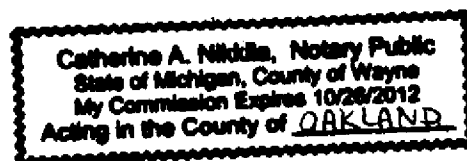
On the \_\_\_ day of May, 2008, before me personally appeared \_\_\_\_\_,  
the \_\_\_\_\_ of Team Products International, Inc. to me known and known by me to  
be the person executing the foregoing instrument, for and on behalf of Team Products  
International, Inc. and he/she acknowledged said instrument by him/her executed to be his/her  
free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and  
deed of Team Products International, Inc.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On the 29 day of May, 2008, before me personally appeared Thomas Cunningham  
the Shareholder of Brooks Kushman, P.C., in his/~~her~~ capacity as Collateral and  
Administrative Agent to the Prevailing Parties (as herein defined) to me known and known by  
me to be the person executing the foregoing instrument, for and on behalf of I.Q. Hong Kong  
Limited and he/~~she~~ acknowledged said instrument by him/~~her~~ executed to be his/~~her~~ free act  
and deed, his/~~her~~ free act and deed in his/~~her~~ capacity as aforesaid, and the free act and deed of  
Brooks Kushman, P.C.

Catherine A. Nikkila  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 10-26-2012



**SCHEDULE I**

**Armament Systems and Procedures, Inc.  
Patent List**

HANDCUFF CASE WITH KEY	11/121,520	04-May-2005			Pending	United States of America
BATON SCABBARD PADDLE	11/343,110	30-Jan-2006			Pending	United States of America
HINGED HANDCUFF	D/260,618	26-May-2006			Pending	United States of America
BATON WITH FLASHLIGHT	60/888,618	07-Feb-2007			Pending	United States of America
EXPANDABLE BATON WITH TWIST RELEASE FOR RETRACTION	11/593,350	06-Nov-2006			Pending	United States of America
FLASHLIGHT WITH REPLACEABLE HOUSING	60/888,615	07-Feb-2007			Pending	United States of America
FLASHLIGHT WITH REPLACEABLE HOUSING	11/809,146	31-May-2007			Pending	United States of America
LIGHTWEIGHT HANDCUFF WITH FORGED ALUMINUM BOW	11/818,433	14-Jun-2007			Pending	United States of America
TACTICAL DEFENSE DEVICE HAVING BATON AND SPRAY DISPENSING CAPABILITIES	10/625,020	23-Jul-2003			Published	United States of America
BATON SCABBARD MILITARY CLIP	11/240,408	30-Sep-2005			Published	United States of America
SOCKET HEAD ATTACHMENT SYSTEM FOR A BATON SCABBARD	11/258,506	25-Oct-2005			Published	United States of America
TACTICAL MIRROR CASE	11/538,143	03-Oct-2006			Published	United States of America
TELESCOPING SELF-DEFENSE KEYCHAIN	06/944,731	22-Dec-1986	4,752,072	21-Jun-1988	Granted	United States of America
BATON CLIP	07/332,237	31-Mar-1989	4,953,769	04-Sep-1990	Granted	United States of America
BATON CLIP FOR EXPANDABLE BATONS	07/332,299	31-Mar-1989	4,955,518	11-Sep-1990	Granted	United States of America
BATON METHOD OF HEAT TREATING EXPANDABLE	07/748,669	22-Aug-1991	5,110,375	05-May-1992	Granted	United States of America
LOCKING MEANS FOR EXTENDABLE BATON	07/746,468	16-Aug-1991	5,149,092	22-Sep-1992	Granted	United States of America
RETAINER CLIP FOR EXPANDING BATON	07/746,467	16-Aug-1991	5,161,800	10-Nov-1992	Granted	United States of America

**PATENT**

**REEL: 021064 FRAME: 0090**

BACK POCKET SCABBARD FOR TACTICAL BATON	07/828,416	31-Jan-1992	5,217,151	08-Jun-1993	Granted	United States of America
EXPANDABLE BATON WITH LOCKING JOINTS	08/100,873	26-Jul-1993	5,348,297	20-Sep-1994	Granted	United States of America
EXPANDABLE BATON WITH SECTIONS MADE OF DISSIMILAR MATERIALS	08/002,282	08-Jan-1993	5,356,139	18-Oct-1994	Granted	United States of America
MIRROR ATTACHMENT	07/754,791	04-Sep-1991	5,386,322	31-Jan-1995	Granted	United States of America
EXPANDABLE BATON WITH COUPLER	08/129,901	30-Sep-1993	5,407,197	18-Apr-1995	Granted	United States of America
BATON CARRIER FOR EXPANDABLE BATONS	08/216,745	23-Mar-1994	5,449,104	12-Sep-1995	Granted	United States of America
MOCK TRAINING WEAPON AND METHOD OF TRAINING LAW ENFORCEMENT PERSONNEL USING SAME	07/771,193	04-Oct-1991	5,451,162	19-Sep-1995	Granted	United States of America
CONCEALED HANDCUFF KEY	08/109,763	20-Aug-1993	5,460,022	24-Oct-1995	Granted	United States of America
TEST BLOCK FOR HANDCUFF KEY AND METHOD OF USING SAME	08/385,100	07-Feb-1995	5,505,094	09-Apr-1996	Granted	United States of America
CHEMICAL IRRITANT DISPENSER	08/287,852	09-Aug-1994	5,509,581	23-Apr-1996	Granted	United States of America
EXPANDABLE BATON WITH RESILIENT MEMBER MOUNTED IN TIP	08/315,106	29-Sep-1994	5,509,653	23-Apr-1996	Granted	United States of America
DETACHABLE KEY RING	08/346,758	30-Nov-1994	5,517,839	21-May-1996	Granted	United States of America
CONCEALED HANDCUFF KEY AND PEN COMBINATION	08/450,897	26-May-1995	5,568,741	29-Oct-1996	Granted	United States of America
ELONGATED BUTTON LOCK FOR EXPANDABLE BATONS	08/540,952	11-Oct-1995	5,595,386	21-Jan-1997	Granted	United States of America
BATON LOCKING MECHANISM FOR EXPANDABLE BATON CARRIERS	08/401,101	08-Mar-1995	5,617,980	08-Apr-1997	Granted	United States of America
MOCK TRAINING BATON AND METHOD OF TRAINING LAW ENFORCEMENT PERSONNEL USING SAME	08/384,920	07-Feb-1995	5,630,998	20-May-1997	Granted	United States of America
FORMED GRIP FOR EXPANDABLE BATONS	08/410,764	27-Mar-1995	5,645,276	08-Jul-1997	Granted	United States of America
RAPID MOUNT CONNECTING SYSTEM FOR BATON ACCESSORIES	08/421,088	13-Apr-1995	5,647,591	15-Jul-1997	Granted	United States of America
EXPANDABLE BATON WITH OFFSET TAPERED LOCKING ZONE	08/313,008	27-Sep-1994	5,657,986	19-Aug-1997	Granted	United States of America
CONCEALABLE EXPANDABLE BATON WITH KEY RING	08/600,318	13-Feb-1996	5,667,441	16-Sep-1997	Granted	United States of America
INTERLOCKING COVER FOLDING STRAP DISPOSABLE RESTRAINTS	08/520,979	28-Aug-1995	5,669,110	23-Sep-1997	Granted	United States of America

PATENT

REEL: 021064 FRAME: 0091

Patent No.	Title	Pub. No.	Pub. Date	App. No.	App. Date	Grant Date	Country
08/635,623	CONCEALED HANDCUFF KEY	08/635,623	22-Apr-1996	5,704,236	06-Jan-1998	Granted	United States of America
08/715,678	BATON CARRIER FOR EXPANDABLE BATONS	08/715,678	18-Sep-1996	5,772,089	30-Jun-1998	Granted	United States of America
08/639,938	LATERAL SUPPORT BUTTON SPRING FOR EXPANDABLE BATONS	08/639,938	19-Apr-1996	5,797,797	25-Aug-1998	Granted	United States of America
08/755,231	INTERLOCKING COVER FOLDING STRAP DISPOSABLE RESTRAINTS	08/755,231	22-Nov-1996	5,802,675	08-Sep-1998	Granted	United States of America
08/600,563	FLEXIBLE STRAP RESTRAINING DEVICE	08/600,563	13-Feb-1996	5,802,888	08-Sep-1998	Granted	United States of America
08/632,907	HORIZONTAL RELEASE AEROSOL CANISTER	08/632,907	16-Apr-1996	5,839,624	24-Nov-1998	Granted	United States of America
08/782,877	EXPANDABLE BATON WITH OFFSET TAPERED LOCKING ZONE AND METHOD OF MAKING SAME	08/782,877	14-Jan-1997	5,868,621	09-Feb-1999	Granted	United States of America
08/776,085	FORMED GRIP FOR EXPANDABLE BATONS	08/776,085	19-Sep-1996	5,919,093	06-Jul-1999	Granted	United States of America
08/950,171	CONCEALED HANDCUFF KEY	08/950,171	14-Oct-1997	5,937,680	17-Aug-1999	Granted	United States of America
09/014,099	QUICK-RELEASE SCABBARD FOR BATONS	09/014,099	27-Jan-1998	5,947,352	07-Sep-1999	Granted	United States of America
08/968,606	ELONGATED BUTTON LOCK FOR EXPANDABLE BATONS	08/968,606	13-Nov-1997	5,961,387	05-Oct-1999	Granted	United States of America
09/021,435	RESTRICTED BOTTOM BATON CARRIER FOR EXPANDABLE BATONS	09/021,435	10-Feb-1998	6,059,157	09-May-2000	Granted	United States of America
09/126,514	LAMP ASSEMBLY FOR A FLASHLIGHT	09/126,514	30-Jul-1998	6,074,072	13-Jun-2000	Granted	United States of America
09/149,625	FOLDING STRAP DISPOSABLE RESTRAINTS	09/149,625	08-Sep-1998	6,101,682	15-Aug-2000	Granted	United States of America
08/634,276	SELF-ALIGNING HANDCUFF KEY	08/634,276	18-Apr-1996	6,109,073	29-Aug-2000	Granted	United States of America
09/226,322	MINIATURE LED FLASHLIGHT	09/226,322	06-Jan-1999	6,190,018	20-Feb-2001	Granted	United States of America
09/477,232	FOLDING STRAP DISPOSABLE RESTRAINTS	09/477,232	04-Jan-2000	6,219,887	24-Apr-2001	Granted	United States of America
09/070,367	EMERGENCY WINDOW-BREAKING TOOL WITH QUICK-RELEASE CARRYING CASE	09/070,367	30-Apr-1998	6,223,441	01-May-2001	Granted	United States of America
08/738,858	TACTICAL FLASHLIGHT	08/738,858	28-Oct-1996	6,283,609	04-Sep-2001	Granted	United States of America
09/419,030	RECHARGEABLE FLASHLIGHT WITH STEP-UP VOLTAGE CONVERTER AND RECHARGER THEREFOR	09/419,030	15-Oct-1999	6,296,367	02-Oct-2001	Granted	United States of America
09/583,834	FLASHLIGHT HAVING IMPROVED VIBRATION RESISTANCE	09/583,834	31-May-2000	6,322,231	27-Nov-2001	Granted	United States of America

PATENT

REEL: 021064 FRAME: 0092

Patent No.	Pub. No.	Pub. Date	App. No.	App. Date	Grant Date	Country
	09/419,412	15-Oct-1999	6,349,472	26-Feb-2002	Granted	United States of America
CUTTING DEVICE						
MINIATURE LED FLASHLIGHT	09/653,646	1-Sept-2000	6,357,890	19-May-2002	Granted	United States of America
DISPLAY DEVICE	09/566,358	08-May-2000	6,386,371	14-May-2002	Granted	United States of America
PROTECTIVE PACKAGE	09/593,643	13-Jun-2000	6,398,026	04-Jun-2002	Granted	United States of America
DUAL SWITCH FLASHLIGHT	09/513,731	14-Feb-2000	6,474,833	05-Nov-2002	Granted	United States of America
MINIATURE LED FLASHLIGHT	09/851,685	08-May-2001	6,511,214	28-Jan-2003	Granted	United States of America
FORMED COVER FOR EXPANDABLE BATONS	09/122,022	24-Jul-1998	6,623,361	23-Sep-2003	Granted	United States of America
GIFT PACKAGE	09/847,150	02-May-2001	6,659,271	09-Dec-2003	Granted	United States of America
MINIATURE LED FLASHLIGHT	10/045,231	09-Nov-2001	6,749,317	15-Jun-2004	Granted	United States of America
LED FLASHLIGHT WITH SWITCH SEPARATE FROM PANEL	10/636,866	7-Aug-2003	6,786,616	7-Sept-2004	Granted	United States of America
DUAL MODE RECHARGEABLE FLASHLIGHT	10/140,430	6-May-2002	6,789,917	14-Sept-2004	Granted	United States of America
LED FLASHLIGHT WITH INTERLOCKING CLIP	10/622,500	18-July-2002	6,796,672	28-Sept-2004	Granted	United States of America
DUAL SWITCH FLASHLIGHT	10/287,187	04-Nov-2002	6,814,466	09-Nov-2004	Granted	United States of America
LED FLASHLIGHT WITH CLIP OPPOSITE LED	10/446,274	23-May-2003	6,824,292	30-Nov-2004	Granted	United States of America
MINIATURE FLASHLIGHT HAVING REPLACEABLE BATTERY PACK	10/066,554	31-Jan-2002	6,840,650	11-Jan-2005	Granted	United States of America
LED FLASHLIGHT WITH SIDE PANELS INSIDE STRUCTURE	10/446,269	23-May-2003	6,857,757	22-Feb-2005	Granted	United States of America
LED FLASHLIGHT WITH INTEGRAL KEYRING CLIP	10/444,346	23-May-2003	6,860,615	01-Mar-2005	Granted	United States of America
COMBINATION HANDCUFF KEY AND WRITING INSTRUMENT	10/637,162	08-Aug-2003	6,880,369	19-Apr-2005	Granted	United States of America
BATON CARRIER	10/010,543	08-Nov-2001	6,889,878	10-May-2005	Granted	United States of America
CONCEALABLE BATON SCABBARD	10/402,650	28-Mar-2003	6,908,019	21-Jun-2005	Granted	United States of America
ADJUSTABLE FLASHLIGHT HANDSTRAP	10/610,470	30-Jun-2003	6,916,104	12-Jul-2005	Granted	United States of America

PATENT

REEL: 021064 FRAME: 0093

MINIATURE FLASHLIGHT HAVING REPLACEABLE BATTERY PACK AND MULTIPLE OPERATING MODES	10/140,275	06-May-2002	6,942,357	13-Sep-2005	Granted	United States of America
LED FLASHLIGHT WITH MEDALLION IN PANEL	10/615,316	08-Jul-2003	6,945,667	20-Sep-2005	Granted	United States of America
LED FLASHLIGHT WITH DIE-STRUCK PANEL	10/614,774	08-Jul-2003	6,951,410	04-Oct-2005	Granted	United States of America
ADJUSTABLE FLASHLIGHT CASE	10/461,153	13-Jun-2003	6,953,259	11-Oct-2005	Granted	United States of America
LED FLASHLIGHT HAVING A DISSIMILAR FRAME AND PANEL	10/634,604	05-Aug-2003	6,959,997	01-Nov-2005	Granted	United States of America
PROTECTIVE FLASHLIGHT CASE	10/626,276	24-Jul-2003	6,971,761	06-Dec-2005	Granted	United States of America
LED FLASHLIGHT HAVING A CLIP MADE OF A RESILIENT MATERIAL	10/634,323	05-Aug-2003	6,991,344	31-Jan-2006	Granted	United States of America
ONE PIECE RIVETLESS FRAME FOR HANDCUFF	11/063,208	22-Feb-2005	7,007,519	07-Mar-2006	Granted	United States of America
CUTTING DEVICE	10/025,000	18-Dec-2001	7,017,271	28-Mar-2006	Granted	United States of America
MINIATURE LED FLASHLIGHT WITH SNAP-ON CARRIER	10/624,216	22-Jul-2003	7,021,790	04-Apr-2006	Granted	United States of America
TWO-SIDED KEY RELEASE FOR HANDCUFF	11/047,525	1-Feb-2005	7,062,943	20-Jun-2006	Granted	United States of America
HIGH CONTACT CONICAL BOW	10/854,754	26-May-2004	7,065,990	27-Jun-2006	Granted	United States of America
PROTECTIVE DISPLAY AND GIFT PACKAGE	10/869,607	16-Jun-2004	7,111,726	26-Sep-2006	Granted	United States of America
REPLACEABLE LOCK SET FOR HANDCUFF	11/010,624	13-Dec-2004	7,117,697	10-Oct-2006	Granted	United States of America
TWO PIECE SWIVEL ASSEMBLY FOR HANDCUFF	11/047,526	1-Feb-2005	7,124,607	24-Oct-2006	Granted	United States of America
PULL DEVICE FOR STRAP RESTRAINT	10/854,129	26-May-2004	7,140,077	28-Nov-2006	Granted	United States of America
HANDCUFFS MADE OF DISSIMILAR MATERIALS	11/430,819	09-May-2006	7,140,208	28-Nov-2006	Granted	United States of America
LED FLASHLIGHT WITH MULTI-COLOR DECORATING	11/372,554	10-Mar-2006	7,147,340	12-Dec-2006	Granted	United States of America
LED FLASHLIGHT WITH SWITCH ELEMENT IN SIDE SURFACE	10/636,715	07-Aug-2003	7,147,344	12-Dec-2006	Granted	United States of America
TACTICAL JACKET FOR A POLICE OFFICER	10/625,377	23-Jul-2003	7,152,247	26-Dec-2006	Granted	United States of America
METHOD OF HANDCUFF MANUFACTURE	11/003,079	03-Dec-2004	7,171,829	06-Feb-2007	Granted	United States of America

PATENT

REEL: 021064 FRAME: 0094

MINIATURE LED FLASHLIGHT HAVING SPLIT RING	10/624,373	22-Jul-2003	7,172,309	06-Feb-2007	Granted	United States of America
BATON SCABBARD WITH ROLLER CLAMP RETENTION	10/690,994	08-Oct-2003	7,185,796	06-Mar-2007	Granted	United States of America
LED FLASHLIGHT HAVING CLIP EXTENDED FROM FRAME	11/005,384	06-Dec-2004	7,186,001	06-Mar-2007	Granted	United States of America
LED FLASHLIGHT INCLUDING A HOUSING HAVING A TRANSLUCENT PORTION	10/614,583	07-Jul-2003	7,217,003	15-May-2007	Granted	United States of America
MINIATURE FLASHLIGHT HAVING REPLACEABLE BATTERY PACK AND MULTIPLE OPERATING MODES	10/627,435	25-Jul-2003	7,261,433	28-Aug-2007	Granted	United States of America
OVERMOLD FRAME FOR HANDCUFF	11/006,155	07-Dec-2004	7,316,135	08-Jan-2008	Granted	United States of America
BEVELLED KEYWAY OPENING AND DOUBLE LOCK SYSTEM FOR HANDCUFF	11/073,304	03-Mar-2005	7,316,136	08-Jan-2008	Granted	United States of America
HIGH VISIBILITY DOUBLE LOCK ASSEMBLY FOR HANDCUFF	11/086,538	22-Mar-2005	7,316,137	08-Jan-2008	Granted	United States of America
BATON SCABBARD BELT PLATE	11/342,988	30-Jan-2006	7,331,872	19-Feb-2008	Granted	United States of America
LEVERAGED BATON CAP	10/684,970	14-Oct-2003	7,346,958	25-Mar-2008	Granted	United States of America
POLICE SIDE HANDLE BATON	07/590,064	28-Sep-1990	D 333,692	02-Mar-1993	Granted	United States of America
POLICE SIDE HANDLE TRAINING BATON	07/590,065	28-Sep-1990	D 333,693	02-Mar-1993	Granted	United States of America
WHISTLE	D/005,709	10-Mar-1993	D 344,037	08-Feb-1994	Granted	United States of America
HANDCUFF KEY	D/031,528	30-Nov-1994	D 365,270	19-Dec-1995	Granted	United States of America
HANDCUFF KEY	D/056,905	11-Jul-1996	D 393,407	14-Apr-1998	Granted	United States of America
FLASHLIGHT	D/078,934	24-Oct-1997	D 403,447	29-Dec-1998	Granted	United States of America
EXTENDED HANDCUFF KEY	D/089,688	19-Jun-1998	D 408,712	27-Apr-1999	Granted	United States of America
FLASHLIGHT	D/078,937	24-Oct-1997	D 412,590	03-Aug-1999	Granted	United States of America
COMBINED FLASHLIGHT AND BATON	D/078,936	24-Oct-1997	D 418,617	04-Jan-2000	Granted	United States of America
FLASHLIGHT	D092,753	26-Aug-1998	D 419,251	18-Jan-2000	Granted	United States of America
COMBINED FLASHLIGHT AND BATON	D/078,938	24-Oct-1997	D 421,503	07-Mar-2000	Granted	United States of America

FLASHLIGHT	D/078,939	24-Oct-1997	D 421,813	21-Mar-2000	Granted	United States of America
TOOL HOLDER	D/100,154	05-Feb-1999	D 422,189	04-Apr-2000	Granted	United States of America
FLASHLIGHT	D/092,761	26-Aug-1998	D 422,731	11-Apr-2000	Granted	United States of America
FLASHLIGHT	D/078,935	24-Oct-1997	D 427,700	04-Jul-2000	Granted	United States of America
CUTTING DEVICE	D/111,926	06-Oct-1999	D 435,209	19-Dec-2000	Granted	United States of America
FLASHLIGHT	D/121,617	11-Apr-2000	D 441,473	1-May-2007	Granted	United States of America
FLASHLIGHT RECHARGER	D/125,600	27-Jun-2000	D 446,768	21-Aug-2001	Granted	United States of America
FLASHLIGHT	D/160,201	06-May-2002	D 477,432	15-Jul-2003	Granted	United States of America
BATON	D/112,423	15-Oct-1999	D 479,298	2-Sept-2003	Granted	United States of America
BATON	D/179,369	09-Apr-2003	D 483,432	09-Dec-2003	Granted	United States of America
CONCEALABLE BATON SCABBARD	D/177,752	14-Mar-2003	D 487,629	23-Mar-2004	Granted	United States of America
FEDERAL PADDLE BATON SCABBARD	D/235,935	09-Aug-2005	D 528,291	19-Sep-2006	Granted	United States of America
FEDERAL BELT PLATE BATON SCABBARD	D/235,936	09-Aug-2005	D 528,292	19-Sep-2006	Granted	United States of America
SIDEBREAK BELT PLATE BATON SCABBARD	D/235,941	09-Aug-2005	D 528,293	19-Sep-2006	Granted	United States of America
SIDEBREAK PADDLE BATON SCABBARD	D/235,934	09-Aug-2005	D 528,786	26-Sep-2006	Granted	United States of America
HANDCUFF KEY	D/232,069	14-Jun-2005	D 529,370	03-Oct-2006	Granted	United States of America
FEDERAL BATON SCABBARD	D/243,583	28-Nov-2005	D 535,471	23-Jan-2007	Granted	United States of America
STRAIGHT FLASHLIGHT HEAD	D/276,844	07-Feb-2007	D 560,294	22-Jan-2008	Granted	United States of America
SOFT TOUCH FLASHLIGHT TAIL	D/276,846	07-Feb-2007	D 560,295	22-Jan-2008	Granted	United States of America
RIGID HANDCUFF	D/238,041	09-Sep-2005	D 563,056	26-Feb-2008	Granted	United States of America

PATENT

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**SCHEDULE I**  
 Armament Systems and Procedures, Inc.  
 Trademark List

Trademark	Application No.	Priority Date	Registration No.	Registration Date	Registration Status	Country
ASP	4747666	28-Jun-2005			Accepted	China (Peoples Republic)
ASP	4747665	28-Jun-2005			Accepted	China (Peoples Republic)
ASP	4844176	18-Aug-2005			Accepted	China (Peoples Republic)
ASP (CHINESE CHARACTERS)	4844691	18-Aug-2005			Accepted	China (Peoples Republic)
ASP AND EAGLE DESIGN	4784491	08-Jul-2005			Accepted	China (Peoples Republic)
ASP AND EAGLE DESIGN	4784502	18-Jul-2005			Accepted	China (Peoples Republic)
ASP AND EAGLE DESIGN	4782487	08-Jul-2005			Accepted	China (Peoples Republic)
ASP AND EAGLE DESIGN	4784488	08-Jul-2005			Accepted	China (Peoples Republic)
PEPPER SPRAY CARTRIDGE WITH KNURLING (3-D)	77/058,427	06-Dec-2006			Pending	United States of America
SAPPHIRE (CHINESE CHARACTERS)	4855691	24-Aug-2005			Pending	China (Peoples Republic)
ASP	4747667	28-Jun-2005			Published	China (Peoples Republic)
ASP (CHINESE CHARACTERS)	4723412	16-Jun-2005			Published	China (Peoples Republic)
ASP (CHINESE CHARACTERS)	4723411	16-Jun-2005			Published	China (Peoples Republic)
ASP (CHINESE CHARACTERS)	4723410	16-Jun-2005			Published	China (Peoples Republic)
ASP (CHINESE CHARACTERS)	4735461	22-Jun-2005			Published	China (Peoples Republic)
DRAGON	78/846,889	27-Mar-2006			Published	United States of America
WATCHMAN	78/939,703	28-Jul-2006			Published	United States of America
ASP	40-2006-0042243	18-Aug-2006	40-0737738	19-Feb-2008	Registered	Korea, Republic of

Patent Title	App. No.	Pub. No.	Reg. No.	Reg. Date	Reg. Date	Country
ASP	977700.033		977700033	17-Oct-1997	17-Oct-1997	France
ASP CONFIGURATION DESIGN (COLLAPSABLE BATON) (3-D CLOSED)	1023739		TMA574,141	27-Jul-1999	21-Jan-2003	Canada
BATON IN THE EXPANDED POSITION (3-D CLOSED)	1,023,740		TMA574,141	27-Jul-1999	20-Jan-2003	Canada
ASP	98-06313		340 340	25-Aug-1998	15-Sep-2000	Sweden
ASP	200109306		213234	02-Aug-2001	07-Feb-2002	Norway
SAPPHIRE	200109307		214571	02-Aug-2001	06-Jun-2002	Norway
ASP	T199802777		216115	21-Aug-1998	30-Nov-1999	Finland
SAPPHIRE	T200102728		226861	10-Sep-2001	15-Apr-2003	Finland
ASP	01-03014		353632	09-May-2001	22-Mar-2002	Sweden
WATCH DESIGNS	090403571		000403571	14-Sep-2005	14-Sep-2005	European Community
ASP	861990		508952	19-Nov-1997	09-Mar-1999	Canada
ASP	704798		704798	19-Mar-1996	19-Mar-1996	Australia
ASP EAGLE LOGO	704799		704799	19-Mar-1996	19-Mar-1996	Australia
ASP	87022552		895453	13-May-1998	01-Jul-2000	Taiwan
ASP	RM2001002748		983153	08-May-2001	10-Nov-2005	Italy
ASP	73/816,358		1,641,055	01-Aug-1989	16-Apr-1991	United States of America
PROTECTING THOSE WHO PROTECT	74/242,800		1,767,699	03-Feb-1992	27-Apr-1993	United States of America
ALERT	74/162,367		1,796,810	30-Apr-1991	05-Oct-1993	United States of America
TACTICAL BATON	74/242,799		1,816,649	03-Feb-1992	18-Jan-1994	United States of America
ROSE	74/155,730		1,844,956	10-Apr-1991	12-Jul-1994	United States of America

TAC-CUFF	74/155,729	10-Apr-1991	1,347,228	26-Jul-1994	Registered	United States of America
TAC-LOC	74/315,189	21-Sep-1992	1,884,204	14-Mar-1995	Registered	United States of America
EAGLE DESIGN	74/477,872	10-Jan-1994	1,884,837	21-Mar-1995	Registered	United States of America
S24	74/477,722	10-Jan-1994	1,894,833	23-May-1995	Registered	United States of America
DUTY	74/521,431	09-May-1994	1,895,917	30-May-1995	Registered	United States of America
RED GUN	74/477,720	10-Jan-1994	1,906,917	18-Jul-1995	Registered	United States of America
AIR WEIGHT	74/477,719	10-Jan-1994	1,917,650	12-Sep-1995	Registered	United States of America
HEAT	74/477,753	10-Jan-1994	1,920,611	19-Sep-1995	Registered	United States of America
SIDEBREAK	74/595,062	04-Nov-1994	1,925,092	10-Oct-1995	Registered	United States of America
VIGILANCE	74/595,063	04-Nov-1994	1,928,176	17-Oct-1995	Registered	United States of America
FORCE CONTINUUM	74/483,345	27-Jan-1994	1,930,675	31-Oct-1995	Registered	United States of America
CONFRONTATIONAL CONTINUUM	74/486,338	03-Feb-1994	1,934,703	14-Nov-1995	Registered	United States of America
END CAP BAND DESIGN (3-D)	74/513,728	18-Apr-1994	1,940,283	05-Dec-1995	Registered	United States of America
PRESTIGE	74/595,064	04-Nov-1994	1,954,538	06-Feb-1996	Registered	United States of America
BACKPOCKET	74/689,733	19-Jun-1995	1,968,624	16-Apr-1996	Registered	United States of America
BREAK & RAKE	74/574,427	16-Sep-1994	1,971,907	30-Apr-1996	Registered	United States of America
ASPEX	74/675,006	17-May-1995	1,978,196	04-Jun-1996	Registered	United States of America
ASPTec	74/686,264	09-Jun-1995	1,978,284	04-Jun-1996	Registered	United States of America
CLEARVIEW	74/589,755	24-Oct-1994	1,980,238	11-Jun-1996	Registered	United States of America
DURATEC	74/584,885	12-Oct-1994	1,983,058	25-Jun-1996	Registered	United States of America

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Patent Title	Patent No.	Filing Date	Pub. Date	Pub. No.	Registered	Country
TACTICAL CUFFING	74/599,778	24-Oct-1994	1,983,064	25-Jun-1996	Registered	United States of America
STRIKE FORCE	74/704,359	24-Jul-1995	1,987,123	16-Jul-1996	Registered	United States of America
TRI-FOLD	75/000,871	02-Oct-1995	2,003,013	24-Sep-1996	Registered	United States of America
IMAGES	75/002,410	06-Oct-1995	2,003,038	24-Sep-1996	Registered	United States of America
YOUR KEY TO PERSONAL SAFETY	74/542,748	27-Jun-1994	2,004,811	01-Oct-1996	Registered	United States of America
TRANSPORTABLE	74/686,265	09-Jun-1995	2,011,230	22-Oct-1996	Registered	United States of America
COP CUP	74/636,885	21-Feb-1995	2,022,520	10-Dec-1996	Registered	United States of America
OVERVIEW	74/673,090	12-May-1995	2,023,045	17-Dec-1996	Registered	United States of America
FEDERAL	75/051,480	31-Jan-1996	2,027,083	31-Dec-1996	Registered	United States of America
CUSTOM KEY	75/040,855	05-Jan-1996	2,030,076	14-Jan-1997	Registered	United States of America
KEY DEFENDER	74/477,723	10-Jan-1993	2,031,360	21-Jan-1997	Registered	United States of America
ELECTROLESS	75/054,591	07-Feb-1996	2,033,743	28-Jan-1997	Registered	United States of America
CLEAN SWEEP	74/668,253	28-Apr-1995	2,037,757	11-Feb-1997	Registered	United States of America
TEST	74/584,884	12-Oct-1994	2,042,460	04-Mar-1997	Registered	United States of America
ASPIRE	74/705,548	24-Jul-1995	2,062,087	13-May-1997	Registered	United States of America
FRICTION LOC	75/107,679	21-May-1996	2,063,136	20-May-1997	Registered	United States of America
KWIK KEY	75/212,217	13-Dec-1996	2,123,616	23-Dec-1997	Registered	United States of America
BREAKAWAY	74/671,222	08-May-1995	2,141,239	03-Mar-1998	Registered	United States of America
ASP	2148165	16-Oct-1997	2148165	16-Oct-1997	Registered	United Kingdom
KEY DEFENDER OC	74/687,091	12-Jun-1995	2,175,918	28-Jul-1998	Registered	United States of America

Patent No.	Issue Date	Registration No.	Registration Date	Country	
SOFT TOUCH	75/234,943	2,177,546	28-Jul-1998	Registered	United States of America
SIMPLY BRILLIANT	75/301,325	2,178,275	04-Aug-1998	Registered	United States of America
COLLAPSED BATON SHAPE(CLOSED) (3-D)	75/187,017	2,197,008	20-Oct-1998	Registered	United States of America
SAPPHIRE	2215317	2215317	14-Jan-2003	Registered	European Community
ASP	2217610	2217610	31-Oct-2002	Registered	European Community
BACKSET	75/234,942	2,222,185	09-Feb-1999	Registered	United States of America
STREET GEAR	75/234,941	2,224,694	16-Feb-1999	Registered	United States of America
CIRCULAR MEDALLION ON HANDCUFF KEY	75/454,454	2,291,682	09-Nov-1999	Registered	United States of America
SAPPHIRE	75/440,962	2,312,454	25-Jan-2000	Registered	United States of America
TRI-RING	75/688,023	2,316,817	08-Feb-2000	Registered	United States of America
LASTING IMPRESSIONS AT THE SPEED OF LIGHT	75/657,116	2,321,645	22-Feb-2000	Registered	United States of America
RED GUN	75/422,443	2,339,696	11-Apr-2000	Registered	United States of America
INVESTIGATOR	75/653,363	2,340,734	11-Apr-2000	Registered	United States of America
SCARAB	75/653,364	2,340,735	11-Apr-2000	Registered	United States of America
KEY DEFENSE	75/337,856	2,341,697	11-Apr-2000	Registered	United States of America
EXTENDED BATON (3-D)	75/187,016	2,365,532	11-Jul-2000	Registered	United States of America
ROLLER LOC	75/496,975	2,371,581	25-Jul-2000	Registered	United States of America
CIRCULAR MEDALLION ON END OF A POLICE BATON	75/454,457	2,390,764	03-Oct-2000	Registered	United States of America
LIFETIME CRYSTAL BATTERIES	75/526,555	2,398,450	24-Oct-2000	Registered	United States of America
ASP	2399205	2399205	05-Nov-2001	Registered	Spain

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INTRO-SPEC	75/857,326	24-Nov-1999	2,417,381	02-Jan-2001	Registered	United States of America
TRIAD	75/400,611	05-Dec-1997	2,427,232	06-Feb-2001	Registered	United States of America
TRAVEL-LITE	74/726,529	08-Sep-1995	2,433,736	06-Mar-2001	Registered	United States of America
WEARABLE LIGHT	75/536,788	17-Aug-1998	2,448,148	01-May-2001	Registered	United States of America
CENTURION	75/184,107	21-Oct-1996	2,464,062	26-Jun-2001	Registered	United States of America
ASPEN	75/235,816	03-Feb-1997	2,485,470	04-Sep-2001	Registered	United States of America
THE MAILBOX	75/664,433	17-Mar-1999	2,486,627	11-Sep-2001	Registered	United States of America
TIME CAPSULE	75/931,517	29-Feb-2000	2,534,782	29-Jan-2002	Registered	United States of America
TRAVEL-LITE	76/104,552	07-Aug-2000	2,548,439	12-Mar-2002	Registered	United States of America
MISCELLANEOUS DESIGN	75/521,742	20-Jul-1998	2,550,336	19-Mar-2002	Registered	United States of America
CLEARVIEW	75/879,046	28-Dec-1999	2,550,775	19-Mar-2002	Registered	United States of America
MIRAGE	76/096,216	25-Jul-2000	2,564,522	23-Apr-2002	Registered	United States of America
TACTICAL DEFENDER	76/052,651	19-May-2000	2,592,566	09-Jul-2002	Registered	United States of America
EXECUTIVE DEFENDER	76/164,968	14-Nov-2000	2,599,118	23-Jul-2002	Registered	United States of America
ASP	76/097,930	24-Jul-2000	2,606,668	13-Aug-2002	Registered	United States of America
LIFETIME LIGHT	75/543,295	27-Aug-1998	2,632,087	08-Oct-2002	Registered	United States of America
CLASSIC	76/377,691	01-Mar-2002	2,639,529	22-Oct-2002	Registered	United States of America
NAVIGATOR	75/496,834	05-Jun-1998	2,652,126	19-Nov-2002	Registered	United States of America
ELITE	76/328,495	23-Oct-2001	2,670,218	31-Dec-2002	Registered	United States of America
RED GUN	76/327,302	18-Oct-2001	2,677,038	21-Jan-2003	Registered	United States of America

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Patent Title	Patent No.	Issue Date	Registration No.	Registration Date	Registered	Country
STREET DEFENDER	76/260,727	22-May-2001	2,725,349	10-Jun-2003	Registered	United States of America
SUBMARINER	76/190,173	05-Jan-2001	2,737,787	15-Jul-2003	Registered	United States of America
CITYSCAPE	76/440,965	12-Aug-2002	2,740,023	22-Jul-2003	Registered	United States of America
THE COLOR YELLOW	76/413,759	30-May-2002	2,754,597	19-Aug-2003	Registered	United States of America
COP COOLER	76/466,885	11-Nov-2002	2,758,703	02-Sep-2003	Registered	United States of America
PATRIOT	76/466,880	11-Nov-2002	2,771,371	07-Oct-2003	Registered	United States of America
TALON	76/096,775	25-Jul-2000	2,772,081	07-Oct-2003	Registered	United States of America
SUBMARINER	76/469,941	25-Nov-2002	2,775,224	21-Oct-2003	Registered	United States of America
COLLEGIATE	76/470,242	25-Nov-2002	2,775,230	21-Oct-2003	Registered	United States of America
POWERPAK AND DESIGN	76/470,610	29-Nov-2002	2,781,667	11-Nov-2003	Registered	United States of America
AIRGUARD	76/404,071	06-May-2002	2,782,929	11-Nov-2003	Registered	United States of America
ASP	78/188,656	25-Nov-2002	2,784,369	18-Nov-2003	Registered	United States of America
ECLIPSE	76/460,945	24-Oct-2002	2,787,456	25-Nov-2003	Registered	United States of America
CRYSTAL LED	76/439,740	13-Aug-2002	2,822,311	16-Mar-2004	Registered	United States of America
HAND AND LIGHT BEAM (DESIGN)	76/451,820	23-Sep-2002	2,829,322	06-Apr-2004	Registered	United States of America
FLIP IT AND CLIP IT	76/466,882	11-Nov-2002	2,832,894	13-Apr-2004	Registered	United States of America
FLASHLIGHT END CAP WITH MEDALLION	76/490,174	14-Feb-2002	2,837,485	27-Apr-2004	Registered	United States of America
RESTRAINTS (CLOSED) DESIGN	76/414,914	30-May-2002	2,841,901	11-May-2004	Registered	United States of America
BATONS AND BATON CAPS	76/490,095	14-Feb-2003	2,841,943	11-May-2004	Registered	United States of America
RESTRAINTS CONFIGURATION (OPEN)	78/318,108	24-Oct-2003	2,844,137	18-May-2004	Registered	United States of America

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Patent Title	Patent No.	Issue Date	Priority Date	Registration Date	Country
ICE	78/178,914	28-Oct-2002	2,846,681	25-May-2004	Registered United States of America
BACKPACK BUDDY	76/260,726	22-May-2001	2,851,281	08-Jun-2004	Registered United States of America
KID SAFE	75/931,519	29-Feb-2000	2,869,899	03-Aug-2004	Registered United States of America
PROGRAMMABLE	78/286,081	12-Aug-2003	2,888,022	21-Sep-2004	Registered United States of America
ASPTX	78/235,554	09-Apr-2003	2,918,109	11-Jan-2005	Registered United States of America
DESIGN IMAGE	78/205,756	22-Jan-2003	2,927,732	22-Feb-2005	Registered United States of America
SWIRL BUTTON (DESIGN)	78/365,530	10-Feb-2004	2,966,730	12-Jul-2005	Registered United States of America
ASP DEFENDER	78/271,078	07-Jul-2003	2,969,877	19-Jul-2005	Registered United States of America
ECLIPSE	78/271,097	07-Jul-2003	2,969,878	19-Jul-2005	Registered United States of America
EXECUTIVE EDGE	76/250,694	22-May-2001	2,971,136	19-Jul-2005	Registered United States of America
CHROMACOLOR	78/431,128	07-Jun-2004	2,987,510	23-Aug-2005	Registered United States of America
BUILD A BATON	78/443,825	30-Jun-2004	2,992,286	06-Sep-2005	Registered United States of America
SAPPHIRE PROFILE WITH INSERT AND BUTTON	78/342,905	18-Dec-2003	2,994,375	13-Sep-2005	Registered United States of America
STYLIZED AND/OR DESIGN	78/472,515	24-Aug-2004	3,001,933	27-Sep-2005	Registered United States of America
STYLIZED AND/OR DESIGN	78/443,858	30-Jun-2004	3,034,750	27-Dec-2005	Registered United States of America
STYLIZED OR DESIGN FORMAT	78/343,221	19-Dec-2003	3,040,077	10-Jan-2006	Registered United States of America
STYLIZED AND/OR DESIGN (3-D)	78/428,676	02-Jun-2004	3,042,954	10-Jan-2006	Registered United States of America
CRYSTAL	78/255,649	29-May-2003	3,048,520	24-Jan-2006	Registered United States of America
LIGHT BEAM (DESIGN)	76/457,115	09-Oct-2002	3,052,029	31-Jan-2006	Registered United States of America
MISCELLANEOUS DESIGN (GOLD) (3-D)	76/327,303	18-Oct-2001	3,075,043	04-Apr-2006	Registered United States of America

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CONFIGURATION MARK- SILVER - TONED BAND	76/327,304	18-Oct-2001	3,075,044	04-Apr-2006	Registered	United States of America
AGENT	78/235,597	09-Apr-2003	3,083,417	18-Apr-2006	Registered	United States of America
SIDEBREAK SCABBARD CONFIGURATION	78/342,863	18-Dec-2003	3,122,592	01-Aug-2006	Registered	United States of America
PEPPER SPRAY CARTRIDGE TOP (3-D)	78/276,250	18-Jul-2003	3,125,605	08-Aug-2006	Registered	United States of America
CHAINED HANDCUFF DESIGN	78/679,780	27-Jul-2005	3,150,228	26-Sep-2006	Registered	United States of America
CAMLOC	78/808,967	02-Feb-2006	3,158,787	10-Oct-2006	Registered	United States of America
ROCK & LOCK	78/611,674	19-Apr-2005	3,166,572	31-Oct-2006	Registered	United States of America
LIFESTYLE	78/617,836	27-Apr-2005	3,199,681	16-Jan-2007	Registered	United States of America
HINGED HANDCUFF DESIGN	78/679,771	27-Jul-2005	3,219,079	13-Mar-2007	Registered	United States of America
PALM DEFENDER	78/811,976	10-Feb-2006	3,219,800	20-Mar-2007	Registered	United States of America
RIGID HANDCUFF DESIGN	78/679,735	27-Jul-2005	3,226,116	03-Apr-2007	Registered	United States of America
REGENCY	76/466,881	11-Nov-2002	3,233,814	24-Apr-2007	Registered	United States of America
BATON WITHOUT GRIP (CLOSED)	78/365,412	10-Feb-2004	3,241,241	15-May-2007	Registered	United States of America
HANDCUFFS DESIGN	78/591,662	21-Mar-2005	3,243,136	15-May-2007	Registered	United States of America
LEVERLOC	78/815,386	15-Feb-2006	3,263,155	10-Jul-2007	Registered	United States of America
YELLOW HANDCUFF DESIGN	78/957,181	22-Aug-2006	3,263,849	10-Jul-2007	Registered	United States of America
DUTY	78/591,571	21-Mar-2005	3,265,929	17-Jul-2007	Registered	United States of America
WHEN SECONDS COUNT	78/756,766	18-Nov-2005	3,277,594	07-Aug-2007	Registered	United States of America
CONFIGURATION FOR HANDCUFF KEYS - DESIGN	78/649,670	13-Jun-2005	3,291,720	11-Sep-2007	Registered	United States of America
PEACEKEEPER	78/262,889	16-Jun-2003	3,303,361	02-Oct-2007	Registered	United States of America

IDENTIFIER	78/846,887	27-Mar-2006	3,309,603	09-Oct-2007	Registered	United States of America
TUNGSTEN	78/591,555	21-Mar-2005	3,330,919	06-Nov-2007	Registered	United States of America
ASP	10-50423	16-Jun-1998	4343354	10-Dec-1999	Registered	Japan
ASP	4450061	23-May-2005	4450061	25-Jul-2006	Registered	European Community
SAPPHIRE	11-3330	19-Jan-1999	4484416	22-Jun-2001	Registered	Japan
ASP	013098442	03-May-2001	013098442	03-May-2001	Registered	France
SAPPHIRE TORCH CONFIGURATION (3-D)	2764009	27-Jun-2002	27640009	25-Oct-2004	Registered	European Community
ASP	39751197.3	27-Oct-1997	39751197.3	02-Oct-1998	Registered	Germany

**SCHEDULE II**

Armament Systems and Procedures, Inc.  
License List

None