

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
HDT Robotics, Inc.	03/11/2011
RECEIVING PARTY DATA	
Name:	Bear Stearns Corporate Lending Inc., as Administrative Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	61312700
Application Number:	12959816
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-862-6371
Email:	renee.prescan@kirkland.com
Correspondent Name:	Renee Prescan
Address Line 1:	300 North LaSalle Street
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	22462-4 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Total Attachments: 5 source=HDT_First Lien Patent Security Agreement_EXECUTED_11 March 2011_(18548736_1)#page1.tif source=HDT_First Lien Patent Security Agreement_EXECUTED_11 March 2011_(18548736_1)#page2.tif	

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of March 11, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), is entered into by HDT Robotics, Inc. ("Grantor"), in favor of BEAR STEARNS CORPORATE LENDING INC., in its capacity as Administrative Agent (in such capacity, and together with its successors in such capacity, the "Administrative Agent") for the benefit of the lenders from time to time parties to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, HDT Holdings, Inc., a Delaware corporation, and HDT Acquisition, Inc., a Delaware corporation (which on the Closing Date was merged with and into Hunter Defense Technologies, Inc., a Delaware corporation ("HDT"), with HDT surviving such merger as the borrower) (the "Borrower"), have entered into that certain First Lien Credit Agreement, dated as of August 22, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the several banks and other financial institutions or entities from time to time parties thereto as lenders (the "Lenders"), Bear, Stearns & Co. Inc. and Banc of America Securities LLC, as joint lead arrangers and joint bookrunners, Bank of America, N.A., as syndication agent, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that Grantor shall have become party to that certain First Lien Guarantee and Collateral Agreement, dated as of August 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantor, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of the following now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (the "Patent Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations pursuant to the Guarantee and Collateral Agreement:

(a) (i) all domestic and foreign patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule I, (ii) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, (iii) all inventions and improvements claimed therein, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all patent licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringement thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto;

(b) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, or other violation thereof, including the right to receive all proceeds and damages therefrom; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Release of Patent Collateral. The release of the Administrative Agent's security interest in the Patent Collateral created pursuant to the Guarantee and Collateral Agreement or any other Loan Document shall be effected in accordance with Section 8.16 of the Guarantee and Collateral Agreement.

SECTION 5. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties under this Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Counterparts. This Patent Security Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission (i.e., a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

HDT ROBOTICS, INC.

By: 

Name: Thomas Van Doren

Title: Chief Operating Officer

[Signature Page to First Lien Patent Security Agreement]

BEAR STEARNS CORPORATE LENDING INC., as
Administrative Agent

By: JPMORGAN CHASE BANK, N.A., authorized
signatory

By: 
Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

[Signature Page to First Lien Patent Security Agreement]

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**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Grantor	Jurisdiction	Patent	App. No./ Patent No.	Filing Date/ Grant Date	Record Owner	Status
HDT Robotics, Inc.	U.S.	HIGH DEGREE OF FREEDOM CONTROL ACTUATOR	61/312,700	12/3/2010	HDT Robotics, Inc.	Pending
HDT Robotics, Inc.	U.S.	MODULAR LIMB SEGMENT CONNECTOR	12/959,816	3/11/2010	HDT Robotics, Inc.	Pending