

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Protective Products Enterprises, Inc.  
1649 Northwest 136th Avenue  
Sunrise, FL 33323

Execution Date(s) October 14, 2011

Additional names of conveying parties attached?  Yes

No

**2. Name and address of receiving party(ies)**

Name: Wells Fargo Bank, National Association

Internal  
Address: \_\_\_\_\_

Street Address: 110 East Broward Boulevard

City: Fort Lauderdale

State: FL

Country: USA

Zip: 33301

Additional names, addresses, or citizenship attached?  Yes  No

**3. Nature of conveyance:**

Assignment

Merger

Security Agreement

Change of Name

Government Interest

Executive Order 9424, confirmatory License

Other \_\_\_\_\_

**4. Application or patent number(s)**

This document is being filed together with a new application.

A. Patent Application No. (s)  
See Attached Exhibit A

B. Patent No.(s)  
See Attached Exhibit A

Additional numbers attached?  Yes  No

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cis-udsalbany@woltersklywars.com

**6. Total number of applications and registrations involved: 8**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$**

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

**8. Payment Information:**

a. Credit Card

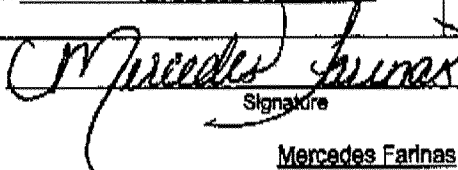
Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

**9. Signature:**

  
Signature

Mercedes Farinas  
Name of Person Signing

10/17/11  
Date

Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$360.00 0784812

Schedule I  
to  
Short Form Patent Security Agreement

List of Patents and Patent Applications

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date
Strap connector	U.S.	07/848121 3/9/1992	—	5259093 11/9/1993
Cutaway vests	U.S.	10/008391 10/24/2001	20020120973	6769137 8/3/2004
Cutaway vests	U.S.	10/868249 8/15/2004	20040221361	6948188 9/27/2005
Body armor and closure mechanism for use in body armor	U.S.	11/405221 4/17/2006	20090139002	7536728 5/26/2009
Body armor and closure mechanism for use in body armor	U.S.	12/438741 5/6/2009	20090217437	7954167 6/7/2011
Ballistic panel assemblies for use in body armor and method of forming ballistic panel assemblies	U.S.	12/780,913 4/15/2010	20110061522 March 17, 2011	—
Energy-Dissipating Articles, Materials and Fibers	U.S.	61/535,041 9/15/2011		
Impact Sensors and Systems Including Impact Sensors	U.S.	12/075,935 3/14/2008		—
Ballistic Resistant Devices and Systems and Methods of Manufacture Thereof	U.S.	11/187,134 7/22/2005	US2007/0089596 4/26/2007	7,284,470 10/27/2007

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 14<sup>th</sup> day of October, 2011, by and between PROTECTIVE PRODUCTS ENTERPRISES, INC., a Delaware corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and permitted assigns, "Secured Party").

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated of even date herewith (as amended, modified, supplemented, extended, renewed or amended and restated, the "Loan Agreement") by and among Secured Party, Debtor, Protective Products Holding Corp., a Delaware corporation, and Protective Products Intermediate Holding Corp., a Delaware corporation, Secured Party has agreed to make certain financial accommodations available to Debtor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party is willing to make the financial accommodations to Debtor as provided for in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Secured Party that certain Patent Collateral Assignment and Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as amended, modified, supplemented, extended, renewed or amended and restated, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Secured Party this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. Capitalized terms used herein and not defined herein shall have the meanings specified in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. As collateral security for the prompt performance, observance and payment in full of all of the Obligations, Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of Debtor's interest in any patents and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, those patents, applications, registrations and recordings described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any patents and all reissues, divisions, continuations, extensions and renewals thereof (all of the foregoing being collectively referred to

herein as the "Patents"); (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Patents.

3. OBLIGATIONS SECURED. The security interest and Lien granted to Secured Party pursuant to this Patent Security Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations owing by Debtor to Secured Party.

4. SECURITY AGREEMENT. The provisions of this Patent Security Agreement are supplemental to the provisions of the Security Agreement, and nothing contained in this Patent Security Agreement shall limit any of the rights or remedies of Secured Party under the Security Agreement. In the event of any conflict between any provision in the Security Agreement and a provision in this Patent Security Agreement, such provision of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Debtor hereby authorizes Secured Party unilaterally to modify this Patent Security Agreement by amending Schedule I hereto to include any United States registered Patents or any application therefor hereafter acquired by Debtor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all of Collateral, whether or not listed on Schedule I hereto.

6. CONSTRUCTION. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and permitted assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Patent Security Agreement shall refer to this Patent Security Agreement as a whole and not any particular provision of this Patent Security Agreement and as this Patent Security Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, amended or restated.

7. GOVERNING LAW. The validity, interpretation and enforcement of this Patent Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

8. CONSENT TO JURISDICTION. Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County, New York and the United States District Court for the Southern District of New York, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Patent Security Agreement or in any way connected or

related or incidental to the dealings of Debtor and Secured Party in respect of this Patent Security Agreement or the transactions related hereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property). Each of Debtor and Secured Party hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at such party's option, by service upon such other party in any other manner provided under the rules of any such courts.

9. JURY TRIAL. DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS PATENT SECURITY AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS PATENT SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS PATENT SECURITY AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10. COUNTERPARTS. This Patent Security Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

DEBTOR

PROTECTIVE PRODUCTS ENTERPRISES, INC.

By: Tom Steffen

Name: Tom Steffen

Title: Chief Financial Officer

SECURED PARTY

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_

Name:

Title:

[Short Form Patent Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

DEBTOR

PROTECTIVE PRODUCTS ENTERPRISES, INC.

By: \_\_\_\_\_

Name:

Title:

SECURED PARTY

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By: Pat Clauger

Name: Pat Clauger

Title: Authorized Signatory

[Short Form Patent Agreement]