

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Point Blank Enterprises, Inc.	10/31/2011
RECEIVING PARTY DATA	
Name:	BMO Harris Financing, Inc.
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	13116693
Application Number:	12334210
Application Number:	11862703
Patent Number:	7926117
Patent Number:	7748053
Patent Number:	7401363
Patent Number:	6698024
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200

CH \$280.00 13116693

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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:

11312-4 RMP

NAME OF SUBMITTER:

Renee M. Prescan

Total Attachments: 6

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement") is made as of October 31, 2011, by the Grantor listed on the signature pages hereof, in favor of BMO HARRIS FINANCING, INC., a Delaware corporation, and BANK OF MONTREAL, a Canadian chartered bank (together with their successors and assigns in such capacity, collectively referred to as the "Bank").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Authorization Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") by and among POINT BLANK ENTERPRISES, INC. ("Borrower"), and the Bank, the Bank agreed to make loans and issue letters of credit to Borrower from time to time pursuant to the terms and conditions of the Loan Agreement;

WHEREAS, pursuant to the Security Agreement dated as of the date hereof by and among Borrower and the Bank (the "Security Agreement"), the Grantor is required to execute and deliver to the Bank, this Patent Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan or Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. The Grantor hereby grants to the Bank a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of the Grantor's patents and patent applications, including any and all continuations, divisions, continuations-in-part, reissues, reexaminations, or extensions thereof (collectively, "Patents"), and licenses for any of the foregoing ("Licenses"), including those U.S. patents and U.S. patent applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by the Grantor to the Bank whether or not they are

unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Patents or Licenses for Patents, this Patent Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Bank within thirty (30) days after the end of each fiscal quarter with respect to any new Patents and Licenses for Patents from such fiscal quarter. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Bank unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patents (to the extent provided in the Security Agreement) and Licenses for Patents of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*Remainder of page intentionally left blank; signature page follows.*

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

· POINT BLANK ENTERPRISES, INC.


By:   
Name: Jay Turtora  
Title: Vice President, Chief Financial Officer and Treasurer

Signature Page to Point Blank Enterprises, Inc. Patent Security Agreement


PATENT  
REEL: 027544 FRAME: 0930

ACCEPTED AND  
ACKNOWLEDGED BY:

BMO HARRIS FINANCING, INC.,  
as Bank

By:   
Name: Brett Sanchez  
Title: Vice President

BANK OF MONTREAL,  
as Bank

By:   
Name: Brett Sanchez  
Title: Vice President

Signature Page to Point Blank Enterprises, Inc. Patent Security Agreement

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

**Patents**

<b>Current Owner</b>	<b>Country</b>	<b>Title</b>	<b>Applic. No./ Filing Date</b>	<b>Pub. No./ Pub. Date</b>	<b>Patent No./ Issue Date</b>
Point Blank Body Armor	U.S.	—	13/116693 5/26/2011	—	—
Point Blank Body Armor	U.S.	Ballistic Lumbar Support Belt	12/334210 12/12/2008	20100152636	—
Point Blank Body Armor	U.S.	Kit Cover	11/862703 9/27/2007	20090083892	—
Point Blank Body Armor	U.S.	Ballistic Resistant Garment Quick Release System	12/233946 9/19/2008	20100071106	7926117 4/19/2011
Point Blank Body Armor	U.S.	Bullet-Resistant Back Extender	11/345986 2/2/2006	—	7748053 7/6/2010
Point Blank Body Armor, Inc.	U.S.	Adjustable concealed body armor	10/644552 8/19/2003	20050193481	7401363 7/22/2008
Point Blank Body Armor, Inc.	U.S.	Modular Front Opening Body Armor	10/205103 7/25/2002	20030066116	6698024 3/2/2004

**Patent Licenses**

1. Patent License Agreement between Paul Gionfriddo and Point Blank Body Armor Inc., dated April 5, 2004.
2. Patent license Agreement between Resolution Group, Inc. and Point Blank Solutions, Inc., dated September 25, 2009.