

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
Sensor Technology Systems, Inc.	02/25/2013
O'Gara Training and Services, LLC	02/25/2013
RECEIVING PARTY DATA	
Name:	Monroe Capital Partners Fund LP, as Agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11326107
Application Number:	12655331
CORRESPONDENCE DATA	
Fax Number:	3128637865
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Sharon Patterson, Paralegal
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Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6878.002
NAME OF SUBMITTER:	Sharon Patterson
Total Attachments: 5 source=OGara PT#page1.tif source=OGara PT#page2.tif source=OGara PT#page3.tif source=OGara PT#page4.tif source=OGara PT#page5.tif	

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SUBORDINATED PATENT SECURITY AGREEMENT

THIS SUBORDINATED PATENT SECURITY AGREEMENT (this "Agreement") made as of February 25, 2013, by SENSOR TECHNOLOGY SYSTEMS, Inc., an Ohio corporation ("STS"), O'GARA TRAINING AND SERVICES, LLC, an Ohio limited liability company ("OTS") (STS and OTS each a "Grantor" and collectively the "Grantors"), in favor of MONROE CAPITAL PARTNERS FUND LP, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, The O'Gara Group, Inc. ("TOG"), certain affiliates of TOG (collectively, the "Borrowers") and Lenders are parties to a certain Subordinated Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Subordinated Security Agreement dated as of the date hereof among Grantors, certain affiliates of Grantors and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantors have granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantors, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile or other electronic transmission (including ".pdf") of any executed signature page to this Agreement shall constitute delivery of such signature page.

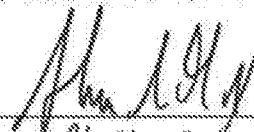
5. Subordination Agreements. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Agreement and any provision in a Subordination Agreement, such provision in such Subordination Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.


GRANTORS:

SENSOR TECHNOLOGY SYSTEMS, INC.

By: 
Name: Abram S. Gordon
Title: Secretary

O'GARA TRAINING AND SERVICES, LLC

By: O'GARA-HOMELAND DEFENSE
SOLUTIONS, INC., its sole member

By: 
Name: Abram S. Gordon
Title: Secretary

GRANTEE:

Agreed and Accepted
As of the Date First Written Above

MONROE CAPITAL PARTNERS FUND LP,
as Agent

By: MONROE CAPITAL PARTNERS FUND
LLC, a Delaware limited liability company,
its general partner

By: 
Name: Alex Franky
Title: Managing Director

SCHEDULE 1

PATENTS

Patent Description

U.S. Patent No.

None.

PATENT APPLICATIONS

Patent Application Description

U.S. Patent Application No.

Date Applied

Hazardous environment protective suit (OTS)

11/326,107

1/5/2006

Flip Optic Adaptor (STS)

12/655,331

12/29/2009