

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2609722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HUNTER DEFENSE TECHNOLOGIES, INC.	11/07/2013
RECEIVING PARTY DATA	
Name:	BEAR STERANS CORPORATE LENDING INC., AS ADMINISTRATIVE AGENT
Street Address:	245 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8315745
Patent Number:	8371525
Patent Number:	8485469
Application Number:	13658416
Application Number:	13939860
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
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Address Line 2:	SUITE 1000
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	031935-0315

CH \$200.00 8315745

NAME OF SUBMITTER:	ANGELA M. AMARU
Signature:	/s/ Angela M. Amaru
Date:	11/11/2013
<b>Total Attachments: 6</b> source=Hunter first lien PSA 031935-0315#page1.tif source=Hunter first lien PSA 031935-0315#page2.tif source=Hunter first lien PSA 031935-0315#page3.tif source=Hunter first lien PSA 031935-0315#page4.tif source=Hunter first lien PSA 031935-0315#page5.tif source=Hunter first lien PSA 031935-0315#page6.tif	

## FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT, dated as of November 7, 2013 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Patent Security Agreement"), is entered into by Hunter Defense Technologies, Inc. ("HDT"), HDT Expeditionary Systems, Inc. ("HES") and HDT Robotics, Inc. ("HDT Robotics") and, together with HDT and HES, collectively, "Grantors" and each, individually, a "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.

### WITNESSETH:

WHEREAS, HDT Holdings, Inc., a Delaware corporation, and HDT Acquisition, Inc., a Delaware corporation (which on the Closing Date was merged with and into HDT, with HDT surviving such merger as the borrower) (the "Borrower"), previously entered into that certain First Lien Credit Agreement, dated as of August 22, 2007 (as amended, amended and 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"), the Administrative Agent and the other parties named therein.

WHEREAS, in connection with the Credit Agreement, each Grantor previously became a party to that certain First Lien Guarantee and Collateral Agreement, dated as of August 22, 2007 (as amended, amended and 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, each Grantor granted a security interest in certain property, including, without limitation, certain Intellectual Property of such Grantor, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties, and, in connection therewith, is required 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, each 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. Each 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 such Grantor or in which such 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 such 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 interests granted pursuant to this Patent Security Agreement are 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests 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.


HUNTER DEFENSE TECHNOLOGIES, INC.

By:   
Name: Anthony D. Lucante  
Title: EVP & CFO

HDT EXPEDITIONARY SYSTEMS, INC.


By:   
Name: Anthony D. Lucante  
Title: EVP & CFO

HDT ROBOTICS, INC.

By:   
Name: Anthony D. Lucante  
Title: EVP & CFO

BEAR STEARNS CORPORATE LENDING INC., as  
Administrative Agent

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

By:   
Name: Bruce S. Borden  
Title: Executive Director

[Signature Page to First Lien Patent Security Agreement]

**PATENT**  
**REEL: 031611 FRAME: 0506**

**SCHEDULE I  
TO  
FIRST LIEN PATENT SECURITY AGREEMENT**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Patent</b>	<b>App. No./ Patent No.</b>	<b>Filing Date/ Grant Date</b>	<b>Record Owner</b>	<b>Status</b>
Hunter Defense Technologies, Inc.	United States	MOBILE MICRO-GRID POWER SYSTEM CONTROLLER AND METHOD	13/658,416	October 23, 2012	Hunter Defense Technologies, Inc.	Pending
Hunter Defense Technologies, Inc.	United States	AERODYNAMICALLY CONTROLLED GRAPPLE ASSEMBLY	13/939,860	July 11, 2013	Hunter Defense Technologies, Inc.	Pending
Hunter Defense Technologies, Inc.	United States	MOBILE MICRO-GRID POWER SYSTEM CONTROLLER AND METHOD	12/764,525 / 8,315,745	April 21, 2010 / November 20, 2012	Hunter Defense Technologies, Inc.	Granted
Hunter Defense Technologies, Inc.	United States	AERODYNAMICALLY CONTROLLED GRAPPLE ASSEMBLY	12/761,015 / 8,371,525	April 15, 2010 / February 12, 2013	Hunter Defense Technologies, Inc.	Granted
Hunter Defense Technologies, Inc.	United States	AERODYNAMICALLY CONTROLLED GRAPPLE ASSEMBLY	13/735,499 / 8,485,469	January 7, 2013 / July 16, 2013	Hunter Defense Technologies, Inc.	Granted
HDT Expeditionary Systems, Inc.	United States	VEHICLE CABIN HEATING, COOLING AND VENTILATION SYSTEM	13/370,888	February 10, 2012	HDT Expeditionary Systems, Inc.	Pending
HDT Expeditionary Systems, Inc.	United States	ENVIRONMENTAL CONTROL UNIT FOR HARSH CONDITIONS	12/640,570	December 17, 2009	HDT Expeditionary Systems, Inc.	Pending
HDT Expeditionary Systems, Inc.	United States	ENVIRONMENTAL CONTROL UNIT FOR HARSH CONDITIONS	12/773,217	May 4, 2010	HDT Expeditionary Systems, Inc.	Pending
HDT Expeditionary Systems, Inc.	United States	EXTERNALLY BRACED INFLATABLE STRUCTURES	13/405,830	February 27, 2012	HDT Expeditionary Systems, Inc.	Pending
HDT Expeditionary Systems, Inc.	United States	AIR FILTER	13/225,773	September 6, 2011	HDT Expeditionary Systems, Inc.	Pending

HDT Expeditionary Systems, Inc.	United States	HIGH VELOCITY WIND SONDE	61/764,253	February 13, 2013	HDT Expeditionary Systems, Inc.	Pending
HDT Robotics, Inc.	United States	HIGH DEGREE OF FREEDOM (DoF) CONTROL ACTUATOR	13/045,665	March 11, 2011	HDT Robotics, Inc.	Pending