

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2609783

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECOND LIEN PATENT SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HDT EXPEDITIONARY SYSTEMS, 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: 6 | |
| Property Type | Number |
| Application Number: | 13370888 |
| Application Number: | 12640570 |
| Application Number: | 12773217 |
| Application Number: | 13405830 |
| Application Number: | 13225773 |
| Application Number: | 61764253 |
| CORRESPONDENCE DATA | |
| Fax Number: | (212)751-4864 |
| Phone: | 212-906-1200 |
| Email: | angela.amaru@lw.com |
| <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 |
| Address Line 1: | 885 THIRD AVENUE |
| Address Line 2: | SUITE 1000 |
| Address Line 4: | NEW YORK, NEW YORK 10022 |
| ATTORNEY DOCKET NUMBER: | 031935-0315 |

CH \$240.00 13370888

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

SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND 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 Second 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 Second 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.

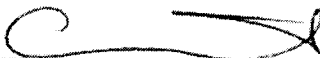
[Signature Pages Follow]

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. Lucente
Title: EVP and CFO

HDT EXPEDITIONARY SYSTEMS, INC.


By: 
Name: Anthony DiLucente
Title: EVP & CFO

HDT ROBOTICS, INC.

By: 
Name: Anthony DiLucente
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 Second Lien Patent Security Agreement]

PATENT
REEL: 031611 FRAME: 0893

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

| Grantor | Jurisdiction | Patent | App. No./ Patent No. | Filing Date/ Grant Date | Record Owner | Status |
|-----------------------------------|---------------------|---|---------------------------------|------------------------------------|-----------------------------------|---------------|
| 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 |

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|---------------------------------|---------------|---|------------|-------------------|---------------------------------|---------|
| 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 |