

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2631091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACTION TARGET INC.	11/25/2013
LAW ENFORCEMENT TARGETS, INC.	11/25/2013
RECEIVING PARTY DATA	
Name:	ZIONS FIRST NATIONAL BANK
Street Address:	ONE SOUTH MAIN STREET, SUITE 200
Internal Address:	CORPORATE BANKING GROUP, ATTN: R. DAVIS BURTENSHAW
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84133
PROPERTY NUMBERS Total: 58	
Property Type	Number
Patent Number:	7128321
Patent Number:	7207567
Patent Number:	8579294
Patent Number:	8485529
Patent Number:	8469364
Patent Number:	8550465
Patent Number:	8128094
Patent Number:	7914004
Patent Number:	8016291
Patent Number:	7950666
Patent Number:	8162319
Patent Number:	7793937
Patent Number:	8091896

Patent Number:	7497441
Patent Number:	7556268
Patent Number:	7427069
Patent Number:	7431302
Patent Number:	7469903
Patent Number:	7555935
Patent Number:	7303192
Patent Number:	7789666
Patent Number:	7175181
Patent Number:	7621209
Patent Number:	6994349
Patent Number:	6994348
Patent Number:	7653979
Patent Number:	8276916
Patent Number:	7194944
Patent Number:	7275748
Patent Number:	7306230
Patent Number:	7503250
Patent Number:	7775526
Patent Number:	7219897
Patent Number:	6776418
Patent Number:	6975859
Patent Number:	6808178
Patent Number:	7234890
Patent Number:	7322771
Patent Number:	6484990
Patent Number:	6588759
Patent Number:	6533280
Patent Number:	6378870
Patent Number:	7264246
Patent Number:	6311980
Patent Number:	7140615
Patent Number:	5951016
Patent Number:	5618044
Patent Number:	5811718

	5400692
Patent Number:	5535662
Patent Number:	5822936
Application Number:	13766452
Application Number:	13357455
PCT Number:	US2012022434
Application Number:	13350365
Application Number:	13189340
Application Number:	13053028
PCT Number:	US2011029685

#### CORRESPONDENCE DATA

Fax Number: (801)799-5700  
 Phone: 801-799-5800  
 Email: pastivers@hollandhart.com  
*Correspondence will be sent via US Mail when the email attempt is unsuccessful.*  
 Correspondent Name: JOANNA L. MULL  
 Address Line 1: 222 S. MAIN STREET, SUITE 2200  
 Address Line 4: SALT LAKE CITY, UTAH 84101

ATTORNEY DOCKET NUMBER:	17173.0148
NAME OF SUBMITTER:	JOANNA L. MULL
Signature:	/Joanna L. Mull/
Date:	11/27/2013

#### Total Attachments: 11

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (the "Agreement") is made and entered into as of November 25, 2013 (the "Effective Date") by and among Action Target Inc., a Delaware corporation, and Law Enforcement Targets, Inc., a Minnesota corporation (individually and collectively, as the context requires, the "Debtor"), and Zions First National Bank, a national banking association, in its capacity as administrative and collateral agent (the "Secured Party") for the lenders party from time to time (the "Lenders") to that certain Amended and Restated Credit Agreement dated as of the Effective Date, by and among the Debtor, the other Loan Parties thereto, the Lenders, and the Secured Party (the "Credit Agreement"), pursuant to a Security Agreement dated as of May 14, 2008 among Debtor and Secured Party (as amended or modified from time to time, the "Security Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the UCC which are used herein shall have the meanings set forth in the UCC, except as expressly defined otherwise. As used herein, the term:

"Collateral" has the meaning set forth in Section 2.

"USPTO" means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations (as defined in the Credit Agreement), Debtor hereby grants to Secured Party, for the benefit of the Lenders, a security interest in and to all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A) all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto

and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and

(ii) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral, consisting of all patents and patent applications owned by Debtor, in whole or in part, is set forth in Schedule A.

5. Further Acts.

(a) On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state or foreign office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the USPTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Debtor shall promptly notify Secured Party in a writing signed by Debtor of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

(b) Debtor will use commercially reasonable efforts to secure all consents and approvals necessary and appropriate for the assignment to or benefit of Secured Party of any license held by Debtor with respect to the Collateral other than in respect of licenses for standard

items used in the ordinary course of business (including licenses to use basic computer software packages) and to enforce the security interests granted hereunder.

(c) Debtor shall notify Secured Party immediately if Debtor knows or has reason to know that any application or registration relating to any material patent (now or hereafter existing) owned by Debtor may become abandoned or dedicated, or of any adverse determination or material adverse development (including the institution of, or any such determination or development in, any proceeding in the USPTO or any court) regarding Debtor's ownership of any such patent, its right to register the same, or to keep and maintain the same.

(d) To the extent Debtor, either directly or through any agent, employee, licensee or designee, intends to file an application for the registration of any patent with the USPTO or any similar office or agency, Debtor shall give Secured Party prompt written notice thereof, and, upon request of Secured Party, Debtor shall execute and deliver any and all security agreements as Secured Party may reasonably request to evidence Secured Party's first priority security interest on such patent, and the general intangibles of Debtor relating thereto or represented thereby.

(e) Debtor shall take all actions it reasonably deems prudent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its patents (now or hereafter existing), including the filing of responses to office actions and filings of applications for renewal, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings.

(f) Debtor shall, unless Debtor shall reasonably determine that such patent is not material to the conduct of its business or operations, promptly take reasonable measures to enforce such patent against the infringement thereof. Such an obligation shall allow Debtor a reasonable time to pursue settlement, licensing, or other similar resolution. Absent a resolution within a reasonable amount of time, Debtor shall sue to recover any and all damages for such infringement, and shall take such other actions as it reasonably deems prudent under the circumstances to protect such patent.

(g) In the event that Debtor acquires a commercial tort claim (as such term is defined in the UCC) because any of its patent constituting Collateral is infringed upon, Debtor shall promptly notify Secured Party of such commercial tort claim, which notice shall, unless otherwise consented to by Secured Party, (y) set forth in reasonable detail the basis for and nature of such commercial tort claim, and (z) include the express grant by such Debtor to Secured Party of a security interest in such commercial tort claim and the proceeds thereof. In the event that such notice does not include such grant of a security interest, the sending thereof by such Debtor to Secured Party shall be deemed to constitute such grant to Secured Party. Upon the sending of such notice, any commercial tort claim described therein shall constitute part of the Collateral and shall be deemed included herein. Debtor shall not, without Secured Party's written consent, make any material settlement or compromise of any such commercial tort claim.

6. Authorization to Supplement. If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue,

division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights identified by Debtor as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents, releases and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party, hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO.

12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

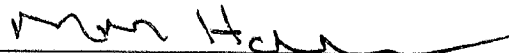
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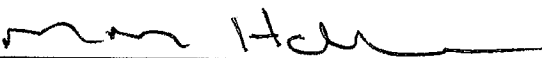
IN WITNESS WHEREOF, this Patent Security Agreement has been executed and becomes effective as of the Effective Date.

Debtor

**Action Target Inc.**

By:   
Name: Michael Halloran  
Title: Vice President and  
Chief Financial Officer

**Law Enforcement Targets, Inc.**

By:   
Name: Michael Halloran  
Title: Vice President and  
Chief Financial Officer

Secured Party

**Zions First National Bank**

By: \_\_\_\_\_  
Name: R. Davis Burtenshaw  
Title: Vice President

IN WITNESS WHEREOF, this Patent Security Agreement has been executed and becomes effective as of the Effective Date.

Debtor

**Action Target Inc.**

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

Name: Michael Halloran

Title: Vice President and  
Chief Financial Officer

**Law Enforcement Targets, Inc.**

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

Name: Michael Halloran

Title: Vice President and  
Chief Financial Officer

Secured Party

**Zions First National Bank**

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

Name: R. Davis Burtenshaw

Title: Vice President

SCHEDULE A  
TO PATENT SECURITY AGREEMENT

Debtor: Action Target Inc., a Delaware corporation  
Law Enforcement Targets, Inc., a Minnesota corporation

Secured Party: Zions First National Bank, a national banking association, in its capacity as administrative and collateral agent for the lenders party from time to time to that certain Amended and Restated Credit Agreement dated as of the Effective Date

Patents

Title	Country	Patent No.	Issue Date	Owner
Instant feedback weapons qualification target	U.S.	7,128,321	10/31/2006	Law Enforcement Targets, Inc.
Anatomical weapons qualification target	U.S.	7,207,567	4/24/2007	Law Enforcement Targets, Inc.
Emergency Stopping system for track mounted movable bullet targets and target trolleys	U.S.	8,579,294	11/12/2013	Action Target Inc.
Bullet trap	U.S.	8,485,529	7/16/2013	Action Target Inc.
Movable bullet trap	U.S.	8,469,364	6/25/2013	Action Target Inc.
Multifunction target actuator	U.S.	8,550,465	10/8/2013	Action Target Inc.
Bullet trap	U.S.	8,128,094	3/6/2012	Action Target Inc.
Method for using a multifunction target actuator	U.S.	7,914,004	3/29/2011	Action Target Inc.
Multifunction target actuator	U.S.	8,016,291	9/13/2011	Action Target Inc.
Omnidirectional target system	U.S.	7,950,666	5/31/2011	Action Target Inc.
Method for advancing and retracting a target	U.S.	8,162,319	4/24/2012	Action Target Inc.
Bullet trap	U.S.	7,793,937	9/14/2010	Action Target Inc.
Bullet trap	U.S.	8,091,896	1/10/2012	Action Target Inc.
Adjustable target mount	U.S.	7,497,441	3/3/2009	Action Target Inc.
Drop target	U.S.	7,556,268	7/7/2009	Action Target Inc.
Folding target stand	U.S.	7,427,069	9/23/2008	Action Target Inc.
Modular ballistic	U.S.	7,431,302	10/7/2008	Action Target Inc.

wall and target system				
Target clamping system	U.S.	7,469,903	12/30/2008	Action Target Inc.
End-of-line zone integrity detection for a piping network in a secondary containment monitoring and leak detection system	U.S.	7,555,935	7/7/2009	Action Target Inc.
End-of-line zone integrity detection for a piping network in a secondary containment monitoring and leak detection system	EU	EP1888452	1/21/2009	Action Target Inc.
End-of-line zone integrity detection for a piping network in a secondary containment monitoring and leak detection system	Spain	ES2321337	6/4/2009	Action Target Inc.
Drop turn target	U.S.	7,303,192	12/4/2007	Action Target Inc.
Training door	U.S.	7,789,666	9/7/2010	Action Target Inc.
Portable shooting target	U.S.	7,175,181	2/13/2007	Action Target Inc.
Modular ballistic wall	U.S.	7,621,209	11/24/2009	Action Target Inc.
Portable dueling tree	U.S.	6,994,349	2/7/2006	Action Target Inc.
Dueling tree	U.S.	6,994,348	2/7/2006	Action Target Inc.
Method for forming ballistic joints	U.S.	7,653,979	2/2/2012	Action Target Inc.
Support for bullet traps	U.S.	8,276,916	10/2/2012	Action Target Inc.
Bullet trap	U.S.	7,194,944	3/27/2007	Action Target Inc.
Inlet channel for bullet traps	U.S.	7,275,748	10/2/2007	Action Target Inc.
Impact plate attachment system for bullet traps	U.S.	7,306,230	12/11/2007	Action Target Inc.
Bullet containment trap	U.S.	7,503,250	3/17/2009	Action Target Inc.
Bullet trap	U.S.	7,775,526	8/17/2010	Action Target Inc.

Target	U.S.	7,219,897	5/22/2007	Action Target Inc.
Target	U.S.	6,776,418	8/17/2004	Action Target Inc.
Remote target control system	U.S.	6,975,859	12/13/2005	Action Target Inc.
Clearing trap	U.S.	6,808,178	10/26/2004	Action Target Inc.
Joint for bullet traps	U.S.	7,234,890	6/26/2007	Action Target Inc.
Joint for bullet traps	U.S.	7,322,771	1/29/2008	Action Target Inc.
Target clamp	U.S.	6,484,990	11/26/2002	Action Target Inc.
Target baffle bracket	U.S.	6,588,759	7/8/2003	Action Target Inc.
Bullet backstop assembly	U.S.	6,533,280	3/18/2003	Action Target Inc.
Apparatus and method for decelerating projectiles	U.S.	6,378,870	4/30/2002	Action Target Inc.
Projectile retrieval system	U.S.	7,264,246	9/4/2007	Action Target Inc.
Projectile retrieval system	U.S.	6,311,980	11/6/2001	Action Target Inc.
Projectile retrieval system	U.S.	7,140,615	11/28/2006	Action Target Inc.
Movable target system in which power is inductively transformed to a target carrier	U.S.	5,951,016	9/14/1999	Action Target Inc.
Bullet trap and containment cavity	U.S.	5,618,044	4/8/1997	Action Target Inc.
Bullet stop and containment chamber with airborne contaminant removal	U.S.	5,811,718	9/22/1998	Action Target Inc.
Bullet stop and containment chamber	U.S.	5,400,692	3/28/1995	Action Target Inc.
Bullet stop and containment chamber	U.S.	5,535,662	7/16/1996	Action Target Inc.
Interconnect system for modularly fabricated bullet stops	U.S.	5,822,936	10/20/1998	Action Target Inc.

Patent Applications

<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Owner</b>
Reactive Target System	U.S.	13/766,452	2/13/2013	Action Target Inc.
Ballistic baffle having energy dissipating backing	U.S.	13/357,455	1/24/2012	Action Target Inc.
Ballistic baffle having energy dissipating backing	WIPO	WO2012103142	1/24/2012	Action Target Inc.
Target system	U.S.	13/350,365	1/13/2012	Action Target Inc.
Clearing Trap	U.S.	13/189,340	7/22/2011	Action Target Inc.
Clearing trap	EU	EP2416103	8/1/2011	Action Target Inc.
Ballistic paneling for bullet traps	U.S.	13/053,028	3/21/2011	Action Target Inc.
Ballistic paneling for bullet traps	EU	EP2550501	3/23/2011	Action Target Inc.
Ballistic paneling for bullet traps	WIPO	WO2011159381	3/23/2011	Action Target Inc.
Ballistic paneling for bullet traps	China	102869947	3/23/2011	Action Target Inc.
Ballistic paneling for bullet traps	Israel	211926	3/24/2011	Action Target Inc.
End-of-line zone integrity detection for a piping network in a secondary containment monitoring and leak detection system	WIPO	WO2006116443	4/26/2006	Action Target Inc.
End-of-line zone integrity detection for a piping network in a secondary containment monitoring and leak detection system	Japan	2008539147	11/13/2008	Action Target Inc.