

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT																		
CONVEYING PARTY DATA																			
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CORRESPONDENCE DATA																			
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Phone:	949-451-3800																		

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Address Line 1: 3161 MICHELSON DRIVE
Address Line 2: GIBSON, DUNN & CRUTCHER LLP
Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	22984-00001
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NAME OF SUBMITTER:	STEPHANIE S. KANN
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Signature:	/stephanie s. kann/
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Date:	03/06/2014
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Total Attachments: 6
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**PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is dated as of February 20, 2014, among DEFENSE VENTURE GROUP LTD., a Delaware corporation, DYNAMIC RUNFLATS, INC., a Delaware corporation, ARMORLINE CORPORATION, a Delaware corporation, INDIGEN ARMOR INC., a Delaware corporation (jointly and severally, individually and collectively, the "Assignor"), and JFL-DVG PARTNERS, LLC, a Delaware limited liability company, for itself (together with its successors and assigns, "Lender").

WHEREAS, the Assignor is the owner of the Patents listed on Schedule A hereto; and

WHEREAS, the Assignor and Lender are party to that certain Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lender making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to Lender this Patent Agreement (as defined below);

WHEREAS, the Assignor has granted to Lender a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Patents listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents;

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, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Patent Agreement:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

Patent Agreement. This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding the foregoing or anything to the contrary provided in this Patent Agreement, "Patent Collateral" shall not include, and Assignor shall not be deemed to have granted a security interest in the following: any General Intangibles or any other rights or interests in any license, lease, contract, agreement or other document to which Assignor is a party to the extent, but only to the extent, that such a grant would, under the terms of such General Intangible, license, lease, contract, agreement or other document, (A) result in a breach of the terms of, (B) constitute a default under or with respect to, or (C) result in the termination of such General Intangible, license, lease, contract, agreement or other document (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that immediately upon the ineffectiveness, lapse or termination of any of the foregoing restrictions or consequences provided in clauses (A) through (C) above, the Patent Collateral shall include, and the Assignor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction or consequence in clauses (A) through (C) above, Patent Collateral shall, to the extent such restriction or consequence, does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor, but specifically excluding any obligations of the Assignor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign Patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or

accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patents. All Patents and Patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, and however defined or classified under (i) Article 9, or (ii) Revised Article 9, including but not limited to:

(a) the Patents listed on Schedule A hereto and all rights, including license rights, to the Patents set forth on Schedule A (as the same may be amended pursuant hereto from time to time);

(b) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof; and

(c) the right (but not the obligation) to make and prosecute applications for such Patents.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Lender, A CONTINUING SECURITY INTEREST IN all of the Patent Collateral. THE LENDER ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE PATENTS.

3. Acknowledgement of Credit Agreement. This Patent Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Lender, in connection with the Credit Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Patent Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

4. Termination. On the Termination Date, this Patent Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender pursuant hereto or the Credit Agreement.

IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

"ASSIGNOR"

DEFENSE VENTURE GROUP LTD.,
a Delaware corporation

By: John P. Mei
Name: John P. Mei
Title: CEO & Treasurer

DYNAMIC RUNFLATS, INC.,
a Delaware corporation

By: John P. Mei
Name: John P. Mei
Title: CEO & Treasurer

ARMORLINE CORPORATION,
a Delaware corporation


By: John P. Mei
Name: John P. Mei
Title: CEO & Treasurer

INDIGEN ARMOR INC.,
a Delaware corporation

By: John P. Mei
Name: John P. Mei
Title: CEO & Treasurer

"LENDER"

JFL-DVG PARTNERS, LLC

By: 
Name: STEPHEN L. SPAGNOL
Title: CLASS A MEMBER

SCHEDULE A

<u>Application/ Registration No./ Serial No.</u>	<u>Description</u>	<u>Owner:</u>
5,660,653	Run-flat support for pneumatic tired wheel	Dynamic Runflats, Inc.
6,109,319	Run-flat support for pneumatic tired wheel	Dynamic Runflats, Inc.
7,347,241	Run-flat support system for a pneumatic tired wheel and method of installing same	Dynamic Runflats, Inc.
8,132,606	Run-flat support system for a pneumatic tired wheel and method of installing same	Dynamic Runflats, Inc.
8,281,835	Run flat support (assembly) for a pneumatic tired wheels and method for use of same	Dynamic Runflats, Inc.
Application 13/167158	Cross-locked runflat insert assembly for pneumatic tires	Dynamic Runflats, Inc.
Application No. 11/441,363	Mixed Fluoride Sintering Aid for Transparent Spinel	
Application No. [To come.]	Transparent Spinel Manufacturing Scale-up	
8,196,629	Run flat support system for a pneumatic tired wheels and method for use of same	Dynamic Runflats, Inc.