

01/02/2015

Form PTO-1595 (Rev. 09/04)
OMB Collection 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

12/18/14

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To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Point Blank Enterprises, Inc.Execution Date(s) December 17, 2014Additional names of conveying parties attached? ☐ Yes☒ No

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National AssociationInternal
Address:Street Address: 100 East Broward BoulevardCity: Fort LauderdaleState: FLCountry: USAZip: 33301Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Government Interest☐ Executive Order 9424, confirmatory License☒ Other Amendment No. 1 to Patent CollateralAssignment and Security Agreement

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

See Attached Exhibit A

B. Patent No.(s)

See Attached Exhibit A

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: New YorkZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 320.00☒ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

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320.00 00

9. Signature:

Signature

December 18, 2014

Date

Jeanne BL Arnold
Name of Person SigningTotal number of pages including cover sheet, attachments,
and document. 6Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A
TO
AMENDMENT NO. 1 TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Patents and Patent Applications

Title	Country	Reference No.	Application Number	Filing Date	Patent Number	Issue Date	Status	Owner
Body Armor And Closure Mechanism For Use in Body Armor	U.S.	232800-319285		4/17/2006	7,536,728	5/26/2009	Issued	PPE
New buckle	U.S.	232800-319286		5/6/2009	7,954,167	6/7/2011	Issued	PPE
Shield Plate	U.S.						Pending	PBE
Cummerbund	U.S.							PBE
Tuck Tab	U.S.	232800-345750	61887,118	10/4/2013			Pending	PBE
Tape	U.S.	232800-349814	14166,234	1/28/2014			Pending	PBE

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AMENDMENT NO. 1 TO
PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 1 TO PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), dated as of December 17, 2014, is by and between POINT BLANK ENTERPRISES, INC., a Delaware corporation ("Debtor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and permitted assigns, "Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Patent Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Patent Collateral Assignment and Security Agreement, dated April 30, 2012 and recorded by the Assignment Services Division of the United States Trademark and Patent Office on May 11, 2012 at Reel/Frame 028198/0482 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Patent Security Agreement");

WHEREAS, pursuant to the Patent Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Patents, Patent applications and related Collateral of Debtor, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Patents and Patent applications registered or filed with the United States Patent and Patent Office which are not reflected in the Patent Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Patent Security Agreement to include such additional Patents and Patent applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Patent Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Patent Security Agreement, Exhibit A to the Patent Security Agreement is hereby amended to include, in addition and not by way of limitation, the Patents and/or Patent applications described in Exhibit A attached hereto (such Patents and Patent applications described on Exhibit A hereto being referred to herein as the "Additional Patents").

(b) All references to the term "Collateral" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Patents and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Patents" in the Patent Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Patents.

2. Confirmation of Grant of Security Interest. Without limiting the security interest and lien granted to Secured Party set forth in Section 1 of the Patent Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the following: (a) all of Debtor's now existing or hereafter acquired right, title and interest in and to all of the Additional Patents, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Patents; (b) all present and future inventions and improvements described and claimed therein; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Patents.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Patents and the other Collateral set forth in Section 3 of the Patent Security Agreement shall apply to the Additional Patents and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

DEBTOR

POINT BLANK ENTERPRISES, INC.

By: 

Name: Ivan Habibe

Title: Chief Financial Officer, Vice President and
Treasurer

[Signature Page to Amendment No. 1 to Patent Security Agreement - PBE]

SECURED PARTY

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Josephine Napp

Title: Vice President

[Signature Page to Amendment No. 1 to Patent Security Agreement - PBE]