

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3380215

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
POINT BLANK ENTERPRISES, INC.	05/29/2015
RECEIVING PARTY DATA	
Name:	KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	4900 TIEDEMAN RD
City:	BROOKLYN
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	14506227
Patent Number:	7926117
Patent Number:	7748053
Application Number:	29489208
Application Number:	29489210
Application Number:	29489212
Application Number:	29489213
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202-408-3121 X62348
Email:	jpaterso@cscinfo.com
Correspondent Name:	CORPORATION SERVICE COMPANY
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	654361-2
NAME OF SUBMITTER:	JEAN PATERSON
SIGNATURE:	/jep/
DATE SIGNED:	06/03/2015

Total Attachments: 7

source=6-3-15 Point Blank Enterprises 2-PT#page1.tif

source=6-3-15 Point Blank Enterprises 2-PT#page2.tif

source=6-3-15 Point Blank Enterprises 2-PT#page3.tif

source=6-3-15 Point Blank Enterprises 2-PT#page4.tif

source=6-3-15 Point Blank Enterprises 2-PT#page5.tif

source=6-3-15 Point Blank Enterprises 2-PT#page6.tif

source=6-3-15 Point Blank Enterprises 2-PT#page7.tif

Patent Security Agreement

PATENT SECURITY AGREEMENT dated as of May 29, 2015, (this “**Agreement**”), among POINT BLANK ENTERPRISES, INC., a Delaware corporation (the “**Grantor**”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, Point Blank Enterprises, Inc. (the “**Parent Borrower**”), Point Blank Intermediate Holding, LLC (“**Holdings**”), the Lenders party thereto, KeyBank National Association, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), and the other parties from time to time party thereto have entered into the Credit Agreement dated as of May 29, 2015 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of May 29, 2015, among Parent Borrower, Holdings, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Patent Collateral**”):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations,

recordings and pending applications in the USPTO or any similar offices in any other country, including those listed on Schedule I, and

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, together with

(c) any and all (i) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (ii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (iii) rights corresponding thereto throughout the world.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. Each Assignor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

POINT BLANK ENTERPRISES, INC.,
as the Grantor

By: 


Name: Ivan Habibe

Title: Chief Financial Officer, Vice President and
Treasurer

[Patent Security Agreement]

PATENT
REEL: 035775 FRAME: 0445

**KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent**

By: 
Name: *Peter V. Richer*
Title: *Managing Director*

[Patent Security Agreement]

**PATENT
REEL: 035775 FRAME: 0446**

Schedule I

United States Patents and Pending Patent Applications

Title	Record Owner	Patent or Application No.
Quick release fastening system	Point Blank Enterprises, Inc.	
Quick release tuck strap	Point Blank Enterprises, Inc.	14/506227
Ballistic resistant garment quick release system	Point Blank Enterprises, Inc.	7926117
Bullet-resistant back extender	Point Blank Enterprises, Inc.	7748053
Body Shield	Point Blank Enterprises, Inc.	29/489208
Body Shield	Point Blank Enterprises, Inc.	29/489210
Body Shield	Point Blank Enterprises, Inc.	29/489212
Body Shield	Point Blank Enterprises, Inc.	29/489213

Schedule I

United States Patents

Title	Record Owner	Patent or Application No.
Ballistic resistant garment quick release system	Point Blank Enterprises, Inc.	7926117
Bullet-resistant back extender	Point Blank Enterprises, Inc.	7748053

Schedule II

United States Pending Patent Applications

Title	Record Owner	Patent or Application No.
Quick release fastening system	Point Blank Enterprises, Inc.	
Quick release tuck strap	Point Blank Enterprises, Inc.	14/506227
Body Shield	Point Blank Enterprises, Inc.	29/489208
Body Shield	Point Blank Enterprises, Inc.	29/489210
Body Shield	Point Blank Enterprises, Inc.	29/489212
Body Shield	Point Blank Enterprises, Inc.	29/489213