

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3823384

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SOUTHERN MILLS, INC.	03/25/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ING BANK N.V., LONDON BRANCH	
<b>Street Address:</b>	60 LONDON WALL	
<b>City:</b>	LONDON	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	EC2M 5TQ	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6867154	
<b>Patent Number:</b>	RE42209	
<b>Application Number:</b>	14561409	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	m.christman@tencate.com	
<b>Correspondent Name:</b>	MARK CHRISTMAN	
<b>Address Line 1:</b>	6501 MALL BLVD	
<b>Address Line 4:</b>	UNION CITY, GEORGIA 30291	
<b>NAME OF SUBMITTER:</b>	CARLU FRANCESCHINI	
<b>SIGNATURE:</b>	CF/2016/	
<b>DATE SIGNED:</b>	04/11/2016	
<b>Total Attachments: 8</b>		
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated March 25, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “Grantor”) in favor of ING Bank N.V., London Branch, as security agent (the “Security Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, Tennessee Acquisition Holding B.V., Tennessee Acquisition B.V., and certain of its subsidiaries have entered into an Agreement dated August 26, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Facilities Agreement”), with ING Bank N.V., London Branch, as Agent, ING Bank N.V., London Branch, as Security Agent, and the Lenders party thereto. Terms defined in the Security Agreement referred to below and not otherwise defined herein are used herein as defined in the Security Agreement.

**WHEREAS**, in order to induce the Lenders to make the Loans (as defined in the Facilities Agreement), each Grantor has executed and delivered that certain Security Agreement dated March 25, 2016 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

### **GRANT OF SECURITY**

1 Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the “Collateral”):

- (i) the United States, international, and foreign patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “Patents”); and

(iii) any and all proceeds of the foregoing.

#### **SECURITY FOR OBLIGATIONS**

2 The security interest in the Collateral granted by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

#### **RECORDATION**

3 Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

#### **EXECUTION IN COUNTERPARTS**

4 This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

#### **GRANTS, RIGHTS AND REMEDIES**

5 This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

#### **GOVERNING LAW**

6 This IP Security Agreement shall be construed in accordance with, and this IP Security Agreement and all matters arising in connection therewith (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SOUTHERN MILLS, INC.,**

By \_\_\_\_\_

Name: *John D. Davis*

Title: *Attorney-in-fact*

**TENCATE ADVANCED ARMOR USA, INC.,**

By \_\_\_\_\_

Name: *John D. Davis*

Title: *Attorney-in-fact*

### Schedule A

Grantor	Patents	Country	Patent No.	Applic. No.	Filing Date	Issue Date
SOUTHERN MILLS, INC.	Defender M	U.S.	6,867,154	09/641,830	08/18/2000	03/15/2005
	Defender M	U.S.	RE42,209	11/715,985	03/08/2007	03/08/2011
	Tecasafe Plus	Australia	2007290499	2007290499	08/30/2007	10/18/2012
		Australia	2012208990	2012208990	08/30/2007	03/19/2015
		Australia		2015201105	08/30/2007	
		Brazil		PI 071.6271-5	08/30/2007	
		Canada	2,661,843	2,661,843	08/30/2007	02/23/2016
		Europe <sup>1</sup>	2079332	07811603.5	08/30/2007	03/27/2013
		Japan		2009-526707	08/30/2007	Not yet issued.
		Japan		2014-191305	08/30/2007	
		U.S.		14/561,409	12/05/2014	
TENCATE ADVANCED ARMOR USA, INC.	ACTIVE BLAST COUNTERMEASURES	U.S.	9109860	14/014,799	8/30/2013	8/18/2015
	MULTIROW PANEL ACTIVE BLAST SYSTEM	U.S.	9188409	14/084,846	11/20/2013	11/17/2015
	ACTIVE COUNTERMEASURES SYSTEMS AND METHODS	U.S.		13/909,295	6/4/2013	
	ACTIVE COUNTERMEASURES SYSTEMS AND METHODS	AU	2013313302	2013313302	6/4/2013	11/19/2015
	FLAME RETARDANT BALLISTIC LAMINATE	U.S.	9.261.333	13/608,809	10/9/2012	2/16/2016

<sup>1</sup> Validated in Belgium, Denmark, France, Germany, Italy, Netherlands, Poland, Spain, Sweden, Switzerland, Turkey and United Kingdom.

**SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated March 25, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “Grantor”) in favor of ING Bank N.V., London Branch, as security agent (the “Security Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, Tennessee Acquisition Holding B.V., Tennessee Acquisition B.V., and certain of its subsidiaries have entered into an Agreement dated August 26, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Facilities Agreement”), with ING Bank N.V., London Branch, as Agent, ING Bank N.V., London Branch, as Security Agent, and the Lenders party thereto. Terms defined in the Security Agreement referred to below and not otherwise defined herein are used herein as defined in the Security Agreement.

**WHEREAS**, in order to induce the Lenders to make the Loans (as defined in the Facilities Agreement), each Grantor has executed and delivered that certain Second Lien Security Agreement dated March 25, 2016 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

**WHEREAS**, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**GRANT OF SECURITY**

1 Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the “Collateral”):

- (i) the United States, international, and foreign patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “Patents”); and
- (iii) any and all proceeds of the foregoing.

## **SECURITY FOR OBLIGATIONS**

2 The security interest in the Collateral granted by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

## **RECORDATION**

3 Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

## **EXECUTION IN COUNTERPARTS**

4 This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

## **GRANTS, RIGHTS AND REMEDIES**

5 This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

## **GOVERNING LAW**

6 This IP Security Agreement shall be construed in accordance with, and this IP Security Agreement and all matters arising in connection therewith (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**SOUTHERN MILLS, INC.,**

By \_\_\_\_\_

Name:

Title:

*Mr. C. M. Dams*  
*Attorney-in-fact*

**TENCATE ADVANCED ARMOR USA, INC.,**

By \_\_\_\_\_

Name:

Title:

*Mr. C. M. Dams*  
*Attorney-in-fact*

### Schedule A

Grantor	Patents	Country	Patent No.	Applic. No.	Filing Date	Issue Date
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	Defender M	U.S.	RE42,209	11/715,985	03/08/2007	03/08/2011
	Tecasafe Plus	Australia	2007290499	2007290499	08/30/2007	10/18/2012
		Australia	2012208990	2012208990	08/30/2007	03/19/2015
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		Brazil		PI 071.6271-5	08/30/2007	
		Canada	2,661,843	2,661,843	08/30/2007	02/23/2016
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		Japan		2009-526707	08/30/2007	Not yet issued.
		Japan		2014-191305	08/30/2007	
		U.S.		14/561,409	12/05/2014	
TENCATE ADVANCED ARMOR USA, INC.	ACTIVE BLAST COUNTERMEASURES	U.S.	9109860	14/014,799	8/30/2013	8/18/2015
	MULTIROW PANEL ACTIVE BLAST SYSTEM	U.S.	9188409	14/084,846	11/20/2013	11/17/2015
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