

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4049887

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
Name		Execution Date
TENCATE ADVANCED ARMOR DESIGN, INC.		09/12/2016
RECEIVING PARTY DATA		
Name:	ING BANK N.V., LONDON BRANCH	
Street Address:	60 LONDON WALL	
City:	LONDON	
State/Country:	UNITED KINGDOM	
Postal Code:	EC2M 5TQ	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	9109860	
Patent Number:	9188409	
Patent Number:	9346427	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	jdobriski@tcaad-us.com	
Correspondent Name:	JOE DOBRISKI	
Address Line 1:	165 CASTILIAN DRIVE	
Address Line 4:	GOLETA, CALIFORNIA 93117	
NAME OF SUBMITTER:	MIA WHITE	
SIGNATURE:	/MMW/	
DATE SIGNED:	09/13/2016	
Total Attachments: 4		
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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 September 12, 2016, is made by TenCate Advanced Armor Design, Inc., a California corporation (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), the Grantor has executed and delivered that certain Security Agreement dated April 8, 2016 made by the Grantor 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 Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Security Agent for the ratable benefit of the Secured Parties, and has 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, the Grantor agrees as follows:

GRANT OF SECURITY

1. The Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of the 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

(ii) any and all proceeds of the foregoing.

SECURITY FOR OBLIGATIONS

2. The security interest in the Collateral granted by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the 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. The Grantor authorizes and requests that the Commissioner for Patents 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. The 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.

TENCATE ADVANCED ARMOR DESIGN, INC.,

By  7-9-16
Name: PAUL PALMER
Title: SECRETARY

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A – PATENTS

Grantor	Patents	Country	Patent No.	Application No.	Filing Date	Issue Date
TENCATE ADVANCED ARMOR DESIGN, 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	11/16/2015
	ACTIVE COUNTERMEASURES SYSTEMS AND METHODS	U.S.	9346427	13/909,295	6/4/2013	5/24/2016
	ACTIVE COUNTERMEASURES SYSTEMS AND METHODS	AU	2013313302	2013313302	6/4/2013	11/19/2015