

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4512155

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	504426581

**CONVEYING PARTY DATA**

Name	Execution Date
THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF ARIZONA	11/06/2014

**RECEIVING PARTY DATA**

<b>Name:</b>	ARMORWORKS ENTERPRISES, INC
<b>Street Address:</b>	33 SOUTH 56TH STREET
<b>City:</b>	CHANDLER
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85226

**PROPERTY NUMBERS Total: 14**

Property Type	Number
Patent Number:	5437905
Patent Number:	5443883
Patent Number:	5443882
Patent Number:	5547536
Patent Number:	5635288
Patent Number:	5952078
Patent Number:	5935678
Patent Number:	6651543
Patent Number:	6668950
Application Number:	09943678
Application Number:	10730304
Application Number:	10664233
Application Number:	10730805
Application Number:	10796662

**CORRESPONDENCE DATA**

Fax Number: (917)522-9928

*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.*

**Phone:** 212-735-8628  
**Email:** schopra@morrisoncohen.com, sweitzen@morrisoncohen.com, blevine@morrisoncohen.com, msegui@morrisoncohen.com  
**Correspondent Name:** SHRUTI CHOPRA  
**Address Line 1:** 909 THIRD AVENUE  
**Address Line 2:** FLOOR 27  
**Address Line 4:** NEW YORK, NEW YORK 10022

**NAME OF SUBMITTER:** SHRUTI CHOPRA

**SIGNATURE:** /Shruti Chopra/

**DATE SIGNED:** 07/20/2017

**Total Attachments: 82**

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### RELEASE OF PATENT SECURITY INTEREST

This Release of Patent Security Interest ("Release") is effective as of November 6, 2014 pursuant to the Order Confirming Fifth Amended Joint Plan of Reorganization dated June 17, 2014 In re: ArmorWorks Enterprises, LLC and TechFiber, LLC ("Confirmation Order") by The United States Bankruptcy Court for the District of Arizona, attached hereto as Schedule A.

Pursuant to the Intellectual Property Security Agreement dated August 6, 2004 between PTI Materials, LLC and PTI Armor Systems, LLC, Andrew Park, David Park and Al Park ("Patent Security Agreement"), attached hereto as Schedule B, PTI Materials, LLC ("Grantor") pledged and granted a security interest in and to all of the right, title and interest of such Grantor in, to and under the patents and patent applications, including all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto listed in Schedule 1 hereto ("Patent Collateral") to PTI Armor Systems, LLC, Andrew Park, David Park and Al Park. The Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 016069/0934 on December 17, 2004.

As background, Grantor changed its corporate name from PTI Materials, LLC to TechFiber, LLC on May 8, 2006. TechFiber, LLC assigned the Patent Collateral to ArmorWorks Enterprises, LLC vide the Patent Assignment and Quitclaim dated August 26, 2011, attached hereto as Schedule C, and recorded with the United States Patent and Trademark Office at Reel/Frame 029013/0373 on September 14, 2012. Effective December 31, 2016, ArmorWorks Enterprises, LLC was converted to ArmorWorks Enterprises, Inc., an Arizona corporation, as evidenced by the Statement of Conversion attached hereto as Schedule D.


This Release is effective against the Patent Security Agreement pursuant to the following specific provisions of the Plan of Reorganization (defined hereinafter) and Confirmation Order.

Section 8.4.1 of the Fifth Amended Joint Plan of Reorganization dated June 17, 2014 ("Plan of Reorganization"), attached hereto as Schedule E, and as amended by the Confirmation Order states "Except as otherwise expressly provided in this Plan, pursuant to Sections 1123(a)(5), 1123(b)(3) and 1141(b) of the Bankruptcy Code, all of the Debtors' assets shall automatically be retained and revested in the relevant Reorganized Debtor or its respective successor or designee, free and clear of all Claims, liens, contractually-imposed restrictions, charges, encumbrances and interests of creditors and equity security holders on the Effective Date, with all such Claims, liens, contractually-imposed restrictions, charges, encumbrances and interests being extinguished except as otherwise provided in this Plan. Upon the satisfaction Cash payments required under this Plan, any monies remaining from the Plan Contribution shall revert in the Reorganized Debtor."

Section 8.9 of the Plan of Reorganization states "Release of Liens. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document to be assumed, entered into or delivered in connection with the Plan, on the Effective Date and consistent with the treatment provided for Claims and Interests in Article 5 and 6, all liens on, in or against the Reorganized Debtors' Assets shall be fully released and discharged, and all of the right, title and interest of any holder of Liens, including any rights to any collateral thereunder, shall revert to the Reorganized Debtors and their successors and assigns, as applicable. As of the Effective Date, the Reorganized Debtors shall be authorized but not required to execute and file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the provisions of this Section 8.9."

This Release is being recorded to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest (including without limitation, any security interest) PTI Armor Systems, LLC, Andrew Park, David Park and Al Park may have in the Patent Collateral pursuant to the Patent Security Agreement.

ArmorWorks Enterprises, Inc.

By:   
 Name: Brad Pedersen  
 Title: Chief Executive Officer

## Schedule 1

App. Serial #	Patent/TM No.	Title	Inventor
	5,437,905	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	5,443,883	BALLISTIC PANEL	Andrew D. Park
	5,443,882	ARMORED GARMENT	Andrew D. Park
	5,547,536	METHOD FOR FABRICATING A BALLISTIC LAMINATE STRUCTURE	Andrew D. Park
	5,635,288	BALLISTIC RESISTANT COMPOSITE FOR HARD-ARMOR APPLICATION	Andrew D. Park
	5,952,078	ATHLETIC GUARD INCLUDING ENERGY ABSORBING LAMINATE STRUCTURE	Andrew D. Park
	0 683 374 EU	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	(France)	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	(Germany)	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	(Netherlands)	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	(U.K.)	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	5,935,678	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
09/943,678		LIGHTWEIGHT SOFT BODY-ARMOR PRODUCT	Andrew D. Park
10/730,304		LIGHTWEIGHT SOFT BODY-ARMOR PRODUCT	Andrew D. Park
	6,651,543 B2	LIGHTWEIGHT SOFT BODY-ARMOR PRODUCT	Andrew D. Park
	6,668,950 B2	OMNI-DIRECTIONAL MUNITIONS HANDLING VEHICLE	Andrew D. Park
	EP 1 361 109 A2	OMNI-DIRECTIONAL MUNITIONS HANDLING VEHICLE	Andrew D. Park
10/664,233		Hard Armor Composite	Andrew D. Park Dave Park Alexander J. Park William B. Perciballi
10/730,805		NON-CERAMIC HARD ARMOR COMPOSITE	Andrew D. Park Dave Park Alexander J. Park William B. Perciballi
10/796,662		Hard Armor Composite	Andrew Park Dave Park Alexander Park

Dated: November 6, 2014



*Brenda Moody*

Brenda Moody Whinery, Bankruptcy Judge

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

In re: ARMORWORKS ENTERPRISES, LLC, <input type="checkbox"/> TECHFIBER, LLC, <input type="checkbox"/> <p style="text-align: center;">Debtors.</p>	
This Filing Applies to: X Both Debtors <input type="checkbox"/> Specified Debtor	

Chapter 11 Proceedings  
 Case No. 2:13-bk-10332-BMW  
 Case No. 2:13-bk-10333-BMW  
 (Jointly Administered)  
**ORDER CONFIRMING FIFTH  
 AMENDED JOINT PLAN OF  
 REORGANIZATION DATED JUNE  
 17, 2014**

THIS MATTER COMES BEFORE THE COURT pursuant to the *Fifth Amended Joint Plan of Reorganization Dated June 17, 2014* [Dkt. 654] (as modified by this Order, the “**Plan**”) proposed jointly by ArmorWorks Enterprises, LLC (“**ArmorWorks**”), its wholly-owned subsidiary TechFiber, LLC (“**TechFiber**” and together with ArmorWorks, the “**Debtors**”), ArmorWorks, Inc. (“**AWI**”), and William J. Perciballi (“**Perciballi**”). The Debtors, AWI, and Perciballi are sometimes referred to herein as the “**Plan Proponents**”. A copy of the Plan is attached hereto as Exhibit “A” and is incorporated herein by this reference. The Plan Proponents request confirmation of the Plan pursuant to 11 U.S.C. § 1129(a) and (b). Unless otherwise stated, or the context requires a

1 different interpretation, capitalized terms used in this Order shall have the meanings  
2 ascribed to such terms in the Plan.

3         Objections to confirmation of the Plan (collectively, the “**Objections**”) were filed  
4 by the Arizona Department of Revenue (“**ADOR**”) [Dkt. 698], Novellus Systems, Inc.  
5 (“**Novellus**”) [Dkt. 693], and North 54th Street Venture, LLC (“**North 54th St.**”) [Dkt.  
6 694]. Blue Cross Blue Shield of Arizona (“**BCBSAZ**”) filed a Limited Objection to  
7 Assumption of Contract [Dkt. 689].

8         The Court conditionally approved the *Fifth Amended Disclosure Statement in*  
9 *Support of Fifth Amended Joint Plan of Reorganization* [Dkt. 655] (the “**Disclosure**  
10 **Statement**”) pursuant to the *Order (1) Conditionally Approving Disclosure Statement;*  
11 *(2) Fixing Time For Accepting Or Rejecting The Plan; (3) Setting Combined Hearings*  
12 *On Disclosure Statement And Plan Confirmation; And (4) Setting Related Deadlines*  
13 *[Dkt. 659]* (the “**DS Order**”) entered by the Court on June 18, 2014.

14         A hearings regarding confirmation of the Plan (the “**Confirmation Hearing**”) was  
15 held on July 24, 2014. On November 3, 2014, the Plan Proponents filed the *Plan*  
16 *Proponents’ Amended Non-Adverse Modifications to Fifth Amended Joint Plan of*  
17 *Reorganization* [Dkt. 772] (the “**Non-Adverse Modification**”), pursuant to which the  
18 Plan Proponents made certain non-adverse modifications to the Plan.

19         The Court having considered the Plan, the Disclosure Statement, the DS Order, the  
20 Debtors’ *Memorandum Of Law In Support Of Confirmation Of Fifth Amended Joint Plan*  
21 *Of Reorganization* [Dkt. 700]; the *Declaration Of William Perciballi In Support Of*  
22 *Confirmation Of Fifth Amended Joint Plan Of Reorganization* [Dkt. 701]; the *Notice Of*  
23 *Filing: (I) Stipulation Resolving Arizona Department Of Revenue Objection To*  
24 *Confirmation Of Fifth Amended Joint Plan Of Reorganization; And (II) Supplemental*  
25 *Authority In Response To Remaining Plan Objections* [Dkt. 703]; the *Notice of Filing*  
26 *Ballot Report* [Dkt. 699]; the *Declaration of Morris C. Aaron, MCA Financial Group,*  
27  
28

1 *Ltd.* [Dkt. No. 773]; the *Amended Stipulation Resolving Arizona Department Of Revenue*  
2 *Objection To Confirmation Of Fifth Amended Joint Plan Of Reorganization* [Dkt. 770];  
3 and the Non-Adverse Modification; based on all of the foregoing, the record of the  
4 Confirmation Hearing, all related hearings, and the entire record before the Court,  
5 pursuant to Federal Rules of Bankruptcy Procedure 2002, 3017, 3018, 3019, 7052 and  
6 9014, and all applicable provisions of the Bankruptcy Code, with respect to the Plan,  
7

8 THE COURT HEREBY FINDS AND CONCLUDES as follows:

9 A. The Court has jurisdiction over these cases pursuant to 28 U.S.C. §§ 157  
10 and 1334. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is  
11 a “core” proceeding pursuant to 28 U.S.C. § 157 (b)(2).

12 B. In accordance with 11 U.S.C. § 1125, the Court finds that the Disclosure  
13 Statement provides adequate information to all creditors and parties in interest with  
14 respect to the Plan.

15 C. All creditors entitled to vote to accept or reject the Plan received due and  
16 sufficient notice of the Disclosure Statement, Plan, and DS Order, and were afforded an  
17 opportunity to vote to accept or reject the Plan. The solicitation of the Plan complied  
18 with the Court’s DS Order, the Bankruptcy Code, the Federal Rules of Bankruptcy  
19 Procedure and all applicable non-bankruptcy law.

20 D. The ADOR objection [Dkt. 698] was resolved pursuant to the *Stipulation*  
21 *Resolving Arizona Department Of Revenue Objection To Confirmation Of Fifth Amended*  
22 *Joint Plan Of Reorganization*, as amended by the *Amended Stipulation Resolving Arizona*  
23 *Department Of Revenue Objection To Confirmation Of Fifth Amended Joint Plan Of*  
24 *Reorganization* [Dkt. 770] (together, the “**ADOR Stipulation**”), copies of which are  
25 attached hereto as Exhibits “B-1” and “B-2” and are incorporated herein as the Order of  
26 the Court.  
27

28 E. The Plan is hereby modified consistent with the ADOR Stipulation, which



1 is incorporated herein by this reference.

2 F. The Plan is hereby modified consistent with the Non-Adverse Modification,  
3 which is incorporated herein by this reference.

4 G. Without limiting the foregoing, the Plan is further modified as follows:

5 (i) Section 1.51 of the Plan is deleted in its entirety and is replaced with the  
6 following:

7 “Investor shall mean ArmorWorks Holdings, Inc., a Delaware  
8 corporation.”

9  
10 (ii) Section 8.2 of the Plan is deleted in its entirety and is replaced with the  
11 following:

12 “8.2 Issuance of Equity Interests in Reorganized ArmorWorks and  
13 Related Transactions. On the Effective Date: (a) in exchange for  
14 receiving 100% of the equity in the Reorganized Debtor, free and  
15 clear of all liens, claims, and interests of every kind whatsoever,  
16 Investor will contribute \$3.0 million cash to ArmorWorks to fund  
17 and consummate the Plan and will deliver \$1.1 million to C Squared  
18 to fund the C Squared Settlement Agreement; (b) AWI, Perciballi,  
19 Investor, and LJC Investments II, LLC (“Littlejohn”) will take all  
20 actions required at closing under the *Contribution Agreement*, dated  
November 3, 2014, executed by AWI, Perciballi, Investor, and  
Littlejohn ((a) and (b) together, the “Plan Contributions”); and (c)  
the *Employment Agreement*, dated November 3, 2014, executed by  
Perciballi, Investor, and Littlejohn, and the *Stockholder’s*  
Agreement, dated November 3, 2014, executed by AWI, Perciballi,  
and Littlejohn will be effective.”

21 (iii) Section 8.3 of the Plan is deleted in its entirety and is replaced with the  
22 following:

23 “8.3 The Plan also may be funded from ongoing business  
24 operations and from the proceeds of the sale of assets deemed to be  
25 no longer necessary to the operations of the business. The  
26 Reorganized Debtors also may obtain a working capital line of credit  
to replace the DIP Facility.”

27 (iv) Section 8.4.1 of the Plan is deleted in its entirety and is replaced with the  
28 following:

1 “Except as otherwise expressly provided in this Plan, pursuant to  
2 Sections 1123(a)(5), 1123(b)(3) and 1141(b) of the Bankruptcy  
3 Code, all of the Debtors’ assets shall automatically be retained and  
4 revested in the relevant Reorganized Debtor or its respective  
5 successor or designee, free and clear of all Claims, liens,  
6 contractually-imposed restrictions, charges, encumbrances and  
7 interests of creditors and equity security holders on the Effective  
8 Date, with all such Claims, liens, contractually-imposed restrictions,  
9 charges, encumbrances and interests being extinguished except as  
10 otherwise provided in this Plan. Upon the satisfaction of all Cash  
11 payments required under this Plan, any monies remaining from the  
12 Plan Contribution shall revest in the Reorganized Debtor.”

13 (iv) Section 8.6 of the Plan is deleted in its entirety and is replaced with the  
14 following:

15 “Organizational Documents. Any prepetition written or oral  
16 operating agreement applicable to ArmorWorks shall be deemed  
17 terminated and of no further force or effect as of the Effective Date;  
18 and thereafter, Investor shall be entitled to file amended articles of  
19 organization for Reorganized ArmorWorks reflecting Investor’s  
20 100% member interest in Reorganized ArmorWorks.”

21 (v) Section 8.10 of the Plan is deleted in its entirety and is replaced with the  
22 following:

23 “No Successor Liability. The Reorganized Debtors and Investor are  
24 not, and shall not be, successors to the Debtors by reason or any  
25 theory or law or equity, and none shall have any successor or  
26 transferee liability of any kind or character, except that the  
27 Reorganized Debtors shall assume the obligations specified in the  
28 Plan and the Confirmation Order.”

(vi) Section 8.12.2 is amended to add Investor as a party being released by the  
AWI Parties, along with the Debtors and the Reorganized Debtors.

(vii) Section 8.13.3 is amended to add Investor as a party being released by the  
Debtor and the Reorganized Debtors, along with the C Squared Parties and the  
AWI Parties.

(viii) Schedule 8.8 to the Plan is deleted and is replaced with Schedule 8.8  
attached hereto.

1  
2 H. Notwithstanding Section 14.12(iv) of the Plan, any set-off rights of  
3 creditors under 11 U.S.C. § 553, which may properly be exercised by creditors in relation  
4 to the claims allowance process under the Plan, shall be and hereby are preserved.

5  
6 I. The modifications of the Plan, pursuant to this Order, do not adversely  
7 affect the treatment of any Class of Claims that voted to accept the Plan. All Creditors  
8 that previously voted to accept the Plan are deemed to have accepted the Plan as modified  
9 by this Order.

10 J. All applicable requirements of 11 U.S.C. §§ 1129(a) and (b), with the  
11 exception of 11 U.S.C. § 1129(a)(8), have been satisfied with respect to the proposed  
12 confirmation of the Plan.

13 K. Investor's purchase of the equity in the Reorganized ArmorWorks, and the  
14 negotiation and execution of the transactions consummated under the Plan were  
15 undertaken in good faith and at arm's length by Investor, AWI, Perciballi, and the  
16 Debtor.

17 L. The Court's findings of fact and conclusions of law, as stated on the record  
18 during the Confirmation Hearing, are incorporated herein.

19 M. All of the Court's Findings of Fact and Conclusions of Law are made  
20 pursuant to proceedings duly noticed to all Creditors and parties in interest in the  
21 Bankruptcy Case. All Creditors and parties in interest received due and sufficient notice  
22 and an opportunity to be heard with respect to the Plan and the confirmation proceedings  
23 in compliance with the applicable provisions of the Bankruptcy Code and the Federal  
24 Rules of Bankruptcy Procedure. All Findings of Fact made by the Court, which are more  
25 properly deemed to be Conclusions of Law, shall be deemed to be such. All Conclusions  
26 of Law, which are more properly deemed to be Findings of Fact, shall be deemed to be  
27 such.  
28

1 N. Based on the foregoing Findings of Fact and Conclusions of Law, and all  
2 evidence and matters of record in the Bankruptcy Case, including the record of the  
3 Confirmation Hearing, and good cause appearing, with respect to the Plan,

4 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

5 1. The Disclosure Statement is approved on a final basis.

6 2. All objections to confirmation of the Plan either have been resolved by this  
7 Order or are hereby overruled.

8 3. The Plan, as modified by this Order, is confirmed and approved in all  
9 respects. The terms of the Plan are incorporated herein as a part of this Order. In the  
10 event of any inconsistency between the Plan and this Order, the terms of this Order shall  
11 govern. The Plan, and the compromises, settlements, releases, exculpations and  
12 injunctions contained therein, and all transactions and agreements referred to therein,  
13 contemplated thereunder, or executed in connection therewith, are approved; and the  
14 Debtors are authorized to act in accordance with the terms of the Plan and this Order.

15 4. In addition to any Executory Contracts and Unexpired Leases assumed or  
16 rejected by the Debtors during the Bankruptcy Case by order of the Court, the Executory  
17 Contracts and Unexpired Leases on Schedule 9.1, attached hereto, shall be assumed or  
18 rejected, as indicated, pursuant to 11 U.S.C. § 365.

19 5. The Debtors shall have until the Effective Date, and, upon motion filed  
20 prior to such deadline, the Reorganized Debtors shall have until any later date authorized  
21 by order of the Court, to file motions under section 365 of the Bankruptcy Code to  
22 assume or reject any executory contracts.

23 6. Pursuant to 11 U.S.C. § 1141(a), the Plan shall be binding upon the  
24 Debtors, and any holders of Claims against or Equity Interests in the Debtors or their  
25 estates, whether or not such holders are Impaired under the Plan and whether or not such  
26 holders have accepted the Plan.  
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1           7.     The Debtors shall, until a final decree is entered closing the Bankruptcy  
2 Case, file all required reports and pay all quarterly fees to the United States Trustee.

3           8.     This Court retains jurisdiction of the Bankruptcy Case pursuant to and for  
4 the purposes of 11 U.S.C. §§ 105 and 1127, and for the purposes set forth in Article 10 of  
5 the Plan, including, without limitation, jurisdiction to enforce all orders entered in the  
6 Bankruptcy Case, and to resolve any disputes arising out of the Plan.

7           9.     All Creditors and holders of Equity Interests, and all other persons or  
8 entities whose debts, obligations, liabilities, claims, rights, or interests are treated under  
9 the Plan and this Order are each permanently enjoined and restrained from instituting or  
10 continuing any action or employing any process against the Debtors, their Estate, or their  
11 Property to collect such debts or to pursue such interests as liabilities or obligations of the  
12 Debtors, or any successor of the Debtors, except in a manner consistent with this Order  
13 and the Plan.

14           10.    Written acknowledgement by the C Squared Parties that they have received  
15 the Settlement Amount is a condition precedent to the Plan becoming effective and the  
16 occurrence of the Effective Date.

17           11.    The Debtors shall provide all Creditors and parties in interest with notice of  
18 the entry of this Order, notice of the occurrence of the Effective Date, and notice that any  
19 Creditor or party in interest that wishes to receive notice of post-confirmation pleadings,  
20 notices, and reports filed by the Debtors, must file a written request for post-confirmation  
21 notice in the Bankruptcy Case.

22                   **DATED AND SIGNED ABOVE.**

RECORDATION

12-21-2004

PT

MRS  
12/17/04

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102908098

ATTY. DOCKET NO. 122/M

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying part(ies):

PTI Materials, LLC

2. Name and address of receiving party(ies):

Name: PTI Armor Systems, LLC

Street Address: 2031-A Gladstone Street

City/State/Zip: Glendora, California 91470

Name: Andrew Park

Street Address: 2851 E. Brigstock Road

City/State/Zip: Midlothian, Virginia 23113

Name: David Park

Street Address: 21102 Woodglen Court

City/State/Zip: Walnut, California 91789

Name: Al Park

Street Address: 2851 E. Brigstock Road

City/State/Zip: Midlothian, Virginia 23113

Additional name(s) of conveying party(ies) attached? [ ] Yes [XX] No Additional name(s) & address attached? [ ] Yes [XX] No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date August 6, 2004

OPR/FINANCE  
DEC 17 PM 12:03

4. Application Number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/943,678  
10/730,304  
10/664,233

B. Patent Registration No.(s)

5,437,905  
5,443,883  
5,443,882  
5,547,536  
5,635,288  
5,952,078  
5,935,678  
6,651,543 B2  
6,668,950 B2

Additional numbers attached?  Yes [XX] No

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

Name: Jeffrey J. Schwartz  
SCHWARTZ LAW FIRM, P.C.  
SouthPark Towers  
6100 Fairview Road, Suite 530  
Charlotte, NC 28210

6. Total Number of applications and registrations involved:

14

7. Total Fee (37 C.F.R. 3.41) ..... \$ 560.00

- Enclosed
- Authorized to be charged to deposit for deficiencies only

8. Deposit Account No. 50-2716

12/20/2004 DBYRNE 0000078 09943678

01 FC:8021 560.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey J. Schwartz  
Name of Person Signing

Signature

December 14, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 7

Exhibit A to Security Agreement

App. Serial #	Patent/TM No.	Title	Inventor
	5,437,905	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	5,443,883	BALLISTIC PANEL	Andrew D. Park
	5,443,882	ARMORED GARMENT	Andrew D. Park
	5,547,536	METHOD FOR FABRICATING A BALLISTIC LAMINATE STRUCTURE	Andrew D. Park
	5,635,288	BALLISTIC RESISTANT COMPOSITE FOR HARD-ARMOR APPLICATION	Andrew D. Park
	5,952,078	ATHLETIC GUARD INCLUDING ENERGY ABSORBING LAMINATE STRUCTURE	Andrew D. Park
	0 683 374 EU	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	(France)	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	(Germany)	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	(Netherlands)	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	(U.K.)	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
	5,935,678	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	Andrew D. Park
09/943,678		LIGHTWEIGHT SOFT BODY-ARMOR PRODUCT	Andrew D. Park
10/730,304		LIGHTWEIGHT SOFT BODY-ARMOR PRODUCT	Andrew D. Park
	6,651,543 B2	LIGHTWEIGHT SOFT BODY-ARMOR PRODUCT	Andrew D. Park
	6,668,950 B2	OMNI-DIRECTIONAL MUNITIONS HANDLING VEHICLE	Andrew D. Park
	EP 1 361 109 A2	OMNI-DIRECTIONAL MUNITIONS HANDLING VEHICLE	Andrew D. Park
10/664,233		Hard Armor Composite	Andrew D. Park Dave Park Alexander J. Park William B. Perciballi
10/730,805		NON-CERAMIC HARD ARMOR COMPOSITE	Andrew D. Park Dave Park Alexander J. Park William B. Perciballi
10/796,662		Hard Armor Composite	Andrew Park Dave Park Alexander Park

## **EXHIBIT F**

### **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into, as of August 6, 2004, among PTI Materials, LLC, a Delaware limited liability company ("Grantor"), and PTI Armor Systems, LLC, a California limited liability company, Andrew Park, David Park and Al Park (collectively, "Seller").

#### **RECITALS**

A. In connection with that certain Purchase and Sale of Assets Agreement of even date herewith, Seller has agreed to extend certain financial accommodations to Grantor (the "Financing") in the amounts, at the times and in the manner set forth in that certain Promissory Note entered into contemporaneously herewith by and between Seller and Grantor (as the same may be amended, modified or supplemented from time to time, the "Note"). Capitalized terms not defined herein shall have the meaning ascribed in the Note.

B. Pursuant to the terms of the Note, Grantor has granted to Seller a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the patents set forth on Exhibit A (the "Patents").

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

1. To secure prompt and complete payment of the Financing when due and its other obligations under the Note, Grantor grants to Seller a security interest in all of Grantor's right, title and interest in, to and under the Patents, together with all proceeds thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. The security interest granted pursuant to this Agreement shall have priority over all other security interests in and to the Patents and shall include, without limitation, all rights and remedies provided to a 'secured party' and/or 'creditor' under the Arizona Uniform Commercial Code (the "Code") and/or otherwise at law and in equity.

2. The rights and remedies of Seller with respect to the security interest granted hereby are in addition to those rights and remedies of Seller set forth in the Note and those that are now or hereafter available to Seller as a matter of law or equity, including, without limitation, those set forth in the Code. Seller may exercise the aforementioned rights and remedies as and when provided herein and in the Note. Each right, power and remedy of Seller provided for herein and in the Note or now or hereafter existing at law or in equity shall be cumulative and concurrent and the exercise by Seller of any one or more of the aforementioned rights shall not preclude the simultaneous or later exercise by any person, including Seller, of any or all other rights, powers or remedies.



3. The Note and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall remain in full force and effect for so long as any payment obligations are outstanding under the Note. It shall be an Event of Default under the Note if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Grantor shall not, without Seller's prior written consent, enter into any agreement or other record which is inconsistent with this Agreement; and Grantor further agrees that it shall not take any action and shall use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights of Seller under this Agreement or the rights associated with the Patents.

5. Grantor irrevocably designates, constitutes and appoints Seller (and all persons designated by Seller in its sole and absolute discretion), effective upon the occurrence of an Event of Default, Grantor's attorney-in-fact, with full power and authority in the place and stead of Grantor and in the name of Grantor, from time to time in Seller's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that Seller may, from time to time in Seller's sole and absolute discretion, deem necessary or advisable to accomplish the purposes of this Agreement.

6. Grantor will, at the request of Seller, execute, acknowledge, and deliver any documents or instruments reasonably deemed advisable by Seller to protect the security interest hereunder against the rights or interests of third persons.

7. Grantor hereby consents to the filing of a duplicate original of this Agreement with either the United States Patent and Trademark Office and/or United States Copyright Office, as applicable, and any other jurisdictions or locations deemed advisable or necessary in Seller's sole discretion to protect and perfect and put the public on notice of Seller's security interest in the Patents.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding therefrom any principle of such laws that might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of, or waiver of a right under, this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to or assignee of Seller's rights and obligations under the Note will succeed to Seller's rights under this Agreement, and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

9. The parties agree that any disputes arising out of or related in any way to this Agreement, including a breach of this Agreement, shall be filed in the state or federal courts in Maricopa County, Arizona. The parties consent and agree to the jurisdiction of the Arizona courts. Neither party will argue or contend that it is not subject to the jurisdiction of the Arizona courts or that venue in Maricopa County, Arizona, is improper.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

**[SIGNATURES APPEAR ON NEXT PAGE]**

AUG/09/2004/MON 09:32 AM

P. 004

08/04/2004 16:35 8843793100

ANDREW PARK

PAGE 14

08/05/2004 18:30 9898992618

PTI ARMOR SYSTEMS

PAGE 14

IN WITNESS WHEREOF, Seller and Grantor have caused this Intellectual Property Security Agreement to be executed as of the date first written above.

GRANTOR:

PTIMaterials, LLC

By: *W. Peersygi*  
As: *President*

SELLER:

PTI Armor Systems, LLC

By: *Andrew A. Park*  
As: *PTI, LLC*

*Andrew Park*  
Andrew Park

*David Park*  
David Park

*Al Park*  
Al Park

1852464.7710174003

4

SCHEDULE C

Form PTO-1595 (Rev. 03-11)  
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE

09/14/2012



103649238

RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached

1. Name of conveying party(ies)

TechFiber, LLC

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 26, 2011 and October 31, 2011

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: ArmorWorks Enterprises, LLC

Internal Address: \_\_\_\_\_

Street Address: 305 North 54th Street

City: Chandler

State: Arizona

Country: US Zip: 85226

Additional name(s) & address(es) attached?  Yes  No

4. Application or patent number(s):

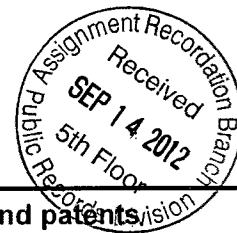
This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,437,905	5,635,288	6,651,543
5,443,883	5,952,078	7,148,162
5,443,882	5,935,678	
5,547,536	7,010,811	

Additional numbers attached?  Yes  No



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

Name: Schwartz Law Firm, P.C.

Internal Address: \_\_\_\_\_

Street Address: 6100 Fairview Road, Suite 1135

City: Charlotte

State: North Carolina Zip: 28210

Phone Number: 704-552-1889

Docket Number: \_\_\_\_\_

Email Address: jjs@schwartz-iplaw.com

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 1.21(h) & 3.41) \$400.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 09/14/2012 ANULLINS 00000007 5437905

01 FC:0021

400.00 OP

Authorized User Name \_\_\_\_\_

9. Signature:

*Jeffrey J. Schwartz*  
Signature

September 11, 2012

Date

Jeffrey J. Schwartz  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT ASSIGNMENT AND QUITCLAIM**

**THIS PATENT ASSIGNMENT AND QUITCLAIM** (hereinafter "Agreement"), effective as of the date indicated below, is by and between TechFiber, LLC, a Delaware limited liability company ("ASSIGNOR"), and ArmorWorks Enterprises, LLC ("ASSIGNEE"), an Arizona limited liability company.

**WHEREAS**, TechFiber, LLC (formerly PTI Materials, LLC) is the owners of certain United States and foreign patents and patent applications identified in Exhibit A of this Agreement (hereinafter "Patents");

**WHEREAS**, on or about March 16, 2006, TechFiber, LLC executed a "Certificate of Amendment" recorded at the Delaware Secretary of State Office changing its legal name from PTI Materials, LLC to TechFiber, LLC (Exhibit B);

**WHEREAS**, ASSIGNOR desires to transfer its entire right, title and interest, whether real or alleged, in and to said Patents to ASSIGNEE, and ASSIGNEE desires to acquire ASSIGNOR's rights, title, and interest in and to said Patents;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

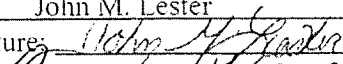
i. ASSIGNOR hereby irrevocably grants, sells, transfers, conveys, assigns and set over to ASSIGNEE, its successors and assigns, free of all encumbrances, the entire rights, title, and interest in perpetuity in and to said Patents, the inventions claimed or disclosed therein, and all embodiments owned by ASSIGNOR, in United States and worldwide, including: (a) all original, reissued, and re-examined letters patent and patents of addition, and renewals and extensions thereof, that originate therefrom in the United States and in foreign countries, and (b) all rights to apply, all rights of priority, all continuation, divisional, continuation-in-part and substitute patent applications that may be filed therefor in the United States and in foreign countries, and (c) all original, reissued, and re-examined letters patents and patents of addition, and renewals and extensions thereof, that may issue from said continuation, divisional, continuation-in-part and substitute applications, and (d) all causes of action, the right to enforce the rights to said Patents through legal or administrative proceedings, the rights to all income derived from said Patents, including the right to all unpaid royalties with respect to the use of any such Patents, and any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, and all other related causes of action, and the right to sue therefor, for ASSIGNEE's own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Patents to be held and enjoyed by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made.

ii. ASSIGNOR agrees, at the request and expense of ASSIGNEE, to perform such proper additional acts, and to execute such additional documents, (a) as are deemed necessary by ASSIGNEE or by the governmental agencies having jurisdiction over said Patents to effect the transfer of all of ASSIGNOR's rights, title and interest therein to ASSIGNEE, its successors and

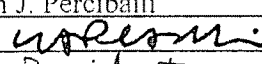
assigns, (b) for maintaining and perfecting the ASSIGNEE's rights to the Patents, and (c) as may be or become necessary for obtaining, sustaining, re-examining, or reissuing said Patents. In furtherance thereof, ASSIGNOR hereby authorize such governmental agencies to identify ASSIGNEE as the owner of all letters patent issuing from applications pending among said Patents.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE executed this Assignment on the date set forth below.

**ASSIGNOR**

Company Name: TechFiber, LLC  
By: John M. Lester  
Signature:   
Title: GENERAL MANAGER  
Date: 8/26/2011

**ASSIGNEE**

Company Name: ArmorWorks Enterprises, LLC  
By: William J. Perciballi  
Signature:   
Title: President  
Date: 10/31/11

Schedule A  
Patents and Patent Application

Country	Title	Appl./Pat No.	Filing/Issue Date
USA	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	5,437,905	August 1, 1995
USA	BALLISTIC PANEL	5,443,883	August 22, 1995
USA	ARMORED GARMENT	5,443,882	August 22, 1995
USA	METHOD FOR FABRICATING A BALLISTIC LAMINATE STRUCTURE	5,547,536	August 20, 1996
USA	BALLISTIC RESISTANT COMPOSITE FOR HARD-ARMOR APPLICATION	5,635,288	June 3, 1997
USA	ATHLETIC GUARD INCLUDING ENERGY ABSORBING LAMINATE STRUCTURE	5,952,078	September 14, 1999
USA	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	5,935,678	August 10, 1999
USA	LIGHTWEIGHT SOFT BODY-ARMOR PRODUCT	7,010,811	March 14, 2006
USA	LIGHTWEIGHT SOFT BODY-ARMOR PRODUCT	6,651,543	November 25, 2003
USA	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	7,148,162	December 12, 2006
CANADA	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	2,491,717	March 23, 2010
EUROPE	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	05250069.1	January 8, 2005
EUROPE	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	0683374	July 28, 1999
Netherlands	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	0683374	July 28, 1999
France	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	95201143.5	July 28, 1999
Germany	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	69511001.2	July 28, 1999
United Kingdom	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	0683374	July 28, 1999

**EXHIBIT B**

**Proof of Corporate Name Change from  
PTI Materials, LLC to TechFiber, LLC**



**Jump To...**

[Scanned Documents](#)   [Amendments](#)   [Microfilm](#)

**Corporate Inquiry**

File Number: R-1148265-0

[Check Corporate Status](#)

Corp. Name: TECHFIBER, LLC

**Domestic Address**

1505 W 17TH ST  
TEMPE, AZ 85281

**Foreign Address**

% THE CORPORATION TRUST COMPAN  
1209 ORANGE ST  
WILMINGTON, DE 19801

**Statutory Agent Information**

Agent Name: C T CORPORATION SYSTEM

**Agent Mailing/Physical Address:**

2394 E CAMELBACK RD  
PHOENIX, AZ 85016

Agent Status: APPOINTED 08/16/2004

Agent Last Updated: 06/10/2006

**Additional Corporate Information**

Corporation Type: FOREIGN L.L.C.

Business Type:

Incorporation Date: 08/16/2004

Corporate Life Period:

Domicile: DELAWARE

County: MARICOPA

Approval Date: 08/16/2004

Original Publish Date:

**Scanned Documents**

(Click on gray button to view document - will open in a new window)

Document Number	Description	Date Received
01625866	AGENT ADDRESS CHANGE	05/26/2006
01613619	CHANGE(S)	06/05/2006

Back To Top

### Amendments

Amendment Date	Amendment Type	Publish Date	Publish Exception
05/08/2006	NAME CHANGE		WAIVE

Back To Top

### Name Changes / Mergers

Description	Corporation Name	Date
CHANGED FROM	PTI MATERIALS, LLC	05/08/2006

### Microfilm

Location	Date Received	Description
11672023014	08/16/2004	APPLICATION FOR REGISTRATION
11744026041	05/08/2006	AMENDMENT
31974000197	05/26/2006	AGENT ADDRESS CHANGE
31978000760	06/05/2006	CHANGE(S)

Back To Top

- [Corporate Name Search Instructions](#)
- [General Web Site Usage Instructions](#)
- [Return to STARPAS Main Menu](#)
- [Return to A.C.C. Corporations Division Main Page](#)
- [Return to Arizona Corporation Commission Home Page](#)

SCHEDULE D

**COMMISSIONERS**  
DOUG LITTLE - Chairman  
BOB STUMP  
BOB BURNS  
TOM FORESE  
ANDY TOBIN



JODI JERICH  
Executive Director

PATRICIA L. BARFIELD  
Director  
Corporations Division

ARIZONA CORPORATION COMMISSION

January 4, 2017

CORPORATION SERVICE COMPANY  
2338 W ROYAL PALM RD STE J  
PHOENIX, AZ 85021

RE: ARMORWORKS ENTERPRISES, LLC  
File Number: L10006091

We are pleased to notify you that your STATEMENT OF CONVERSION  
for the above-referenced entity HAS BEEN APPROVED.

No publication is required.

We strongly recommend that you periodically monitor your corporation's record  
with the Commission, which can be viewed at <http://ecorp.azcc.gov>.  
If you have questions or need further information, please contact us at  
(602) 542-3026 in Phoenix, or Toll Free (Arizona residents only) at  
1-800-345-5819.

Take our online customer service survey at [www.azcc.gov/divisions/Corporations](http://www.azcc.gov/divisions/Corporations).

SAL:001  
REV. 12/2014



~~DEC 29 2016~~

DO NOT WRITE ABOVE THIS LINE, RESERVED FOR ACC USE ONL

FILE NO. L1000609-1

**STATEMENT OF CONVERSION**

*Read the Instructions M085i*

Signed on: December 28, 2016

1. CONVERTING ENTITY NAME: ArmorWorks Enterprises, LLC

1.1 CONVERTING ENTITY JURISDICTION OF ORGANIZATION: Arizona

1.2 CONVERTING ENTITY TYPE: LLC

1.3 CONVERTING ENTITY ORIGINAL DATE OF INCORPORATION/ORGANIZATION:  
August 27, 2001 (File Number L10006091)

2. CONVERTED ENTITY NAME: ArmorWorks Enterprises, Inc.

2.1 CONVERTED ENTITY JURISDICTION OF ORGANIZATION: Arizona

2.2 CONVERTED ENTITY TYPE — Check only one and follow instructions:

- Arizona corporation - attach to this Statement the Articles of Incorporation.
- Arizona LLC- attach to this Statement the Articles of Organization.
- Arizona limited liability partnership — attach to this Statement the Statement of Qualification, NOTE - partnerships must also file with the Arizona Secretary of State.
- Foreign corporation seeking registration with the A.C.C. - attach to this Statement the Application for Authority.
- Foreign LLC seeking registration with the A.C.C. - attach to this Statement the Application for Registration.
- Foreign corporation, (SC, or other entity that is not, and will not, be registered with the A.C.C.

3. APPROVAL OF CONVERSION — (applies to the converting entity): By the signatures appearing on this Statement of Conversion, the converting entity declares under the penalty of perjury that the plan of conversion was approved by the Arizona converting entity in accordance with A.R.S. § 29-2203, or, if the converting entity is a foreign entity, in accordance with the laws of its jurisdiction of organization.

4. DELAYED EFFECTIVE DATE — Complete this section only if the conversion will have a delayed effective date of not more than 90 days after delivery of the Statement to the A.C.C. — list that date below:

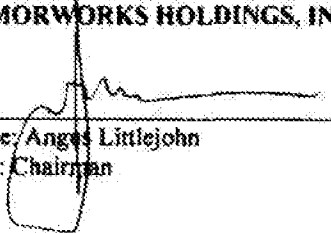
December 31, 2016

5. DECLARATION AND CERTIFICATION The signer of this Statement declares and certifies under penalty of perjury that this Statement together with any attachments is submitted in compliance with Arizona law.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned, being the sole Member of the converting entity, has caused this Statement of Conversion to be executed by its duly authorized representative as of the date first stated above.

**ARMORWORKS HOLDINGS, INC.**

By:   
Name: Angel Littlejohn  
Title: Chairman

Filing Fee: \$100.00 (corporations) \$50 (LLCs)  
Expedited processing -- add \$35.00 to filing fee.  
All fees are nonrefundable -- see Instructions

Mail: Arizona Corporation Commission -- Corporate Filings Section  
1300 W. Washington St., Phoenix, Arizona 85007  
Fax: 602-541-4100

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona corporation commission are public record and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345- 5819.

SCHEDULE E

**GALLAGHER & KENNEDY, P.A.**

John R. Clemency (Bar No. 009646)  
Todd A. Burgess (Bar No. 19013)  
2575 East Camelback Road  
Phoenix, Arizona 85016-9225  
Telephone: (602) 530-8000  
Facsimile: (602) 530-8500  
Email: john.clemency@gknet.com  
todd.burgess@gknet.com

Attorneys for Debtors

**QUARLES & BRADY LLP**

Susan G. Boswell  
Lori Winkelman  
One South Church Avenue, Suite 1700  
Tucson, Arizona 85701-1621  
Direct Line: (520) 770-8713  
Direct Fax: (520) 770-2222  
Mobile: (520) 349-6644  
Email: Susan.Boswell@quarles.com  
Lori.Winkelman@quarles.com

Attorneys for ArmorWorks, Inc. and  
William J. Perciballi

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA

In re:

ARMORWORKS ENTERPRISES, LLC,   
TECHFIBER, LLC,

Debtors

Chapter 11 Proceedings

Case No. 2:13-bk-10332-BMW

Case No. 2:13-bk-10333-BMW

(Jointly Administered)

This Filing Applies to:

Both Debtors  
 Specified Debtor

**FIFTH AMENDED JOINT PLAN OF REORGANIZATION DATED  
JUNE 17, 2014**

GALLAGHER & KENNEDY, P.A.  
2575 EAST CAMELBACK ROAD  
PHOENIX, ARIZONA 85016-9225  
(602) 530-8000

1 **INTRODUCTION**

2 This Fifth Amended Joint Plan of Reorganization (as amended, the “**Plan**”) is  
3 being proposed jointly by ArmorWorks Enterprises, LLC (“**ArmorWorks**”), its wholly-  
4 owned subsidiary TechFiber, LLC (“**TechFiber**” and together with ArmorWorks, the  
5 “**Debtors**”), ArmorWorks, Inc. (“**AWI**”), and William J. Perciballi (“**Perciballi**”). The  
6 Debtors, AWI, and Perciballi are sometimes referred to herein as the “**Plan Proponents**”.

7 Sent to you in the same envelope as this document is the Fifth Amended  
8 Disclosure Statement in Support of Fifth Amended Joint Plan of Reorganization (the  
9 “**Disclosure Statement**”), which has been conditionally approved by the Bankruptcy  
10 Court and is provided to help you understand the Plan. The Plan provides for the  
11 reorganization of the Debtors and the satisfaction of all Allowed Claims against and  
12 Allowed Member Equity Interests in the Debtors in accordance with the Bankruptcy  
13 Code.

14 **ARTICLE 1. DEFINITIONS.**

15 Except as otherwise provided in this Plan, all terms used herein shall have the  
16 meanings attributable to such terms under title 11 of the United States Code, 11 U.S.C.  
17 §§ 101 *et seq.*, as amended (the “**Bankruptcy Code**”), the applicable Federal Rules of  
18 Bankruptcy Procedure and the Local Bankruptcy Rules for the District of Arizona (the  
19 “**Local Bankruptcy Rules**”). For purposes of this Plan, except as expressly otherwise  
20 provided or unless the context otherwise requires, all capitalized terms not otherwise  
21 defined shall have the meanings assigned to them in this Section of the Plan. In all  
22 references herein to any parties, persons, entities, or corporations, the use of any  
23 particular gender or the plural or singular number is intended to include the appropriate  
24 gender or number as the text may require.

25 1.1 Administrative Expense shall mean any cost or expense of administration  
26 of the Debtors’ chapter 11 cases allowable under Section 503(b) and Section 507(a) of

1 the Bankruptcy Code, including, without limitation, (a) any actual and necessary  
2 expenses of preserving the estates of the Debtors, (b) any actual and necessary expense of  
3 operating the businesses of the Debtors, any indebtedness or obligation incurred or  
4 assumed by the Debtors in connection with the conduct of the business or for the  
5 acquisition or lease of property or the rendition of services to the Debtors on or after the  
6 Petition Date, (c) all allowances of compensation and reimbursement of expenses  
7 awarded or allowed hereunder or under Sections 330(a), 331 or 503 of the Bankruptcy  
8 Code, including the allowed fees and expenses of Professional Persons, (d) any fees or  
9 charges assessed against the estates of the Debtors under Chapter 123 of Title 28 of the  
10 United States Code, and (e) all Claims accorded priority pursuant to Section 364(c)(1) of  
11 the Bankruptcy Code.

12 1.2 Affiliates shall have the meaning set forth in Section 101(2) of the  
13 Bankruptcy Code.

14 1.3 Allowed when used as an adjective preceding the words “Claims” or  
15 “Member Equity Interest” shall mean any Claim against or Member Equity Interest in the  
16 Debtors, proof of which was filed on or before the Bar Date, or, if no proof of Claim or  
17 Member Equity Interest is filed, which has been or hereafter is listed by the Debtors as  
18 liquidated in amount and not disputed or contingent and, in either case, a Claim as to  
19 which no objection to the allowance thereof has been interposed with the applicable  
20 period of limitations fixed by the Plan, the Bankruptcy Code, the Federal Rules of  
21 Bankruptcy Procedure, Local Rules, or as to which any objection has been interposed  
22 timely and such Claim has been allowed in whole or in part by a Final Order. Subject to  
23 rights of Secured Creditors under Bankruptcy Code § 506(b), if any, unless otherwise  
24 specified in the Plan, “Allowed Claim” and “Allowed Member Equity Interest” shall not,  
25 for purposes of computation of distributions under the Plan, include interest on the  
26 amount of such Claim or Member Equity Interest from and after the Debtors’ Petition



1 Date.

2 1.4 Allowed Administrative Expense Claim shall mean any Administrative  
3 Expense allowed under Section 503(b) of the Bankruptcy Code and entitled to priority  
4 under Section 507(a)(2) of the Bankruptcy Code.

5 1.5 Allowed Priority Non-Tax Claim shall mean all or that portion of an  
6 Allowed Claim entitled to priority under Section 507(a)(3), (4), (5), (6), or (7) of the  
7 Bankruptcy Code.

8 1.6 Allowed Priority Tax Claim shall mean all or that portion of an Allowed  
9 Claim entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

10 1.7 Allowed Unsecured Claim shall mean an Unsecured Claim that is or has  
11 become an Allowed Claim.

12 1.8 Anchor Management shall mean Anchor Management, LLC, a  
13 representative of C Squared and one of the Managers of ArmorWorks.

14 1.9 Assets shall mean the aggregate assets of any kind of the Debtors and their  
15 Estates, wherever located.

16 1.10 AWI shall mean ArmorWorks, Inc., the holder of a 60% prepetition  
17 Member Equity Interest in ArmorWorks.

18 1.11 AWI Parties shall mean AWI, Perciballi, Armory LLC, and/or any and/or  
19 all of their affiliates, members, investors, officers, directors, agents, servants, employees,  
20 attorneys, and persons in active concert or participation with them except for the Debtors  
21 and the C Squared Parties.

22 1.12 Ballot shall mean the form(s) distributed to creditors holding claims in an  
23 impaired Class, or holders of interests in an impaired Class, on which is to be indicated  
24 the acceptance or rejection of the Plan.

25 1.13 Bankruptcy Code or Code shall mean the Bankruptcy Reform Act of 1978  
26 (11 U.S.C. Sections 101, *et seq.*), as amended, and as codified in Title 11 of the United

1 States Code.

2 1.14 Bankruptcy Court shall mean the United States Bankruptcy Court for the  
3 District of Arizona having jurisdiction over the Debtors' Chapter 11 Cases and, to the  
4 extent of any reference made pursuant to 28 U.S.C. Section 158, the unit of such District  
5 Court constituted pursuant to 28 U.S.C. Section 151.

6 1.15 Bankruptcy Rules shall mean the rules and forms of practice and procedure  
7 in bankruptcy, promulgated under 11 U.S.C. Section 2075 and also referred to as the  
8 Federal Rules of Bankruptcy Procedure.

9 1.16 Bar Date shall mean 4:00 p.m., July 30, 2013, the date established by the  
10 Bankruptcy Court, pursuant to the Order and Notice for Hearing on Debtors' Disclosure  
11 Statement dated June 20, 2013, by which a proof of claim must be filed with the  
12 Bankruptcy Court.

13 1.17 Business Day shall mean and refer to any day except Saturday, Sunday, and  
14 any other days on which commercial banks in Arizona are authorized by law to close.

15 1.18 C Squared shall mean C Squared Capital Partners, L.L.C., the holder of a  
16 40% prepetition Member Equity Interest in ArmorWorks.

17 1.19 C Squared Parties shall mean Anchor Management, C Squared, and/or any  
18 and/or all of their affiliates, officers, directors, agents, servants, employees, attorneys, and  
19 persons in active concert or participation with them other than the Debtors and the AWI  
20 Parties.

21 1.20 C Squared Settlement shall mean that certain Settlement and Release  
22 Agreement, by and between the AWI Parties and the C Squared Parties, dated May 14,  
23 2014.

24 1.21 C Squared Settlement Amount shall mean the payment in the amount of  
25 \$1,100,000 to be paid by AWI to C Squared on the Effective Date of the Plan, and as a  
26 condition precedent to the occurrence of the Effective Date of the Plan.

1           1.22 Cash shall mean legal tender of the United States of America or equivalents  
2 thereof, as well as any and all foreign currencies.

3           1.23 Case shall mean the Debtors' cases under Chapter 11 of the Bankruptcy  
4 Code currently pending before the Bankruptcy Court.

5           1.24 Claim shall mean a claim against the Debtors as defined in Section 101(5)  
6 of the Bankruptcy Code; including any right to payment from the Debtors whether or not  
7 such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured,  
8 unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or any right to  
9 an equitable remedy for breach of performance if such breach gives rise to a right of  
10 payment from the Debtors whether or not such right to an equitable remedy is reduced to  
11 judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or  
12 unsecured.

13           1.25 Claimant shall mean the holder of a Claim.

14           1.26 Class shall mean a class of holders of Claims or Member Equity Interests  
15 described in Article 3 of the Plan.

16           1.27 Committee shall mean the Official Joint Committee of Unsecured Creditors  
17 appointed in the Case pursuant to Bankruptcy Code § 1102.

18           1.28 Confirmation shall mean the entry of an order by the Bankruptcy Court  
19 approving and confirming the Plan in accordance with the provisions of the Bankruptcy  
20 Code.

21           1.29 Confirmation Date shall mean the date upon which the clerk of the  
22 Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

23           1.30 Confirmation Hearing shall mean a hearing conducted before the  
24 Bankruptcy Court for the purpose of considering confirmation of the Plan, as such  
25 hearing may be adjourned or continued from time to time.

26           1.31 Confirmation Order shall mean an order of the Bankruptcy Court

1 confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy  
2 Code.

3 1.32 Contract Schedules means the Schedule of Assumed Contracts and the  
4 Schedule of Rejected Contracts.

5 1.33 Corporate Restructuring Transactions means the transactions described in  
6 Article 8.2 of the Plan, which shall be approved in the Confirmation Order.

7 1.34 Creditor shall mean any person that has a Claim against the Debtors that  
8 arose on or before the Petition Date or a Claim against the Estates of any kind specified  
9 in Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code.

10 1.35 Cure Amount means, with respect to any Executory Contract or Unexpired  
11 Lease that is assumed and assigned by the Debtors pursuant to Article 9 hereof, the  
12 amount necessary to cure any existing defaults in order to permit the Debtors to assume  
13 such contract or lease pursuant to Section 365 of the Bankruptcy Code, which amount  
14 shall be the amount indicated for each such contract or lease on the Schedule of Assumed  
15 Contracts (as the same may be amended or modified by the Debtors, with the consent of  
16 the Plan Proponents, at any time prior to the Effective Date) unless modified by order of  
17 the Bankruptcy Court pursuant to an objection by the non-Debtor counterparty in  
18 accordance with the procedure set forth in Section 9.2 hereof.

19 1.36 Debt shall have the same meaning ascribed to it in Section 101(12) of the  
20 Bankruptcy Code.

21 1.37 Debtors shall mean together ArmorWorks Enterprises, LLC, an Arizona  
22 limited liability company and TechFiber, LLC, a Delaware limited liability company.  
23 With respect to any period of time after the Effective Date, the term Debtors, as used  
24 herein shall mean and include the Debtors as reorganized under and in accordance with  
25 the confirmed Plan.

26 1.38 DIP Facility or DIP Facilities shall mean the debtor-in-possession financing

1 provided by Lancelot Armor, LLC pursuant to the Lancelot DIP Order and any other  
2 debtor-in-possession financing approved by the Bankruptcy Court in the Bankruptcy  
3 Case prior to the Effective Date.

4 1.39 DIP Lender(s) shall mean Lancelot Armor, LLC and any other entity that  
5 provides debtor-in-possession financing under a DIP Facility approved by the Bankruptcy  
6 Court in the Bankruptcy Case.

7 1.40 DIP Obligations shall mean all amounts due and owing to DIP Lender(s)  
8 under DIP Facilities.

9 1.41 DIP Order(s) shall refer to and mean the Lancelot DIP Order and any other  
10 order of the Bankruptcy Court approving a DIP Facility on an interim or final basis in the  
11 Bankruptcy Case.

12 1.42 Disallowed Claim shall mean a Claim or portion thereof that: (i) has been  
13 disallowed by a Final Order; (ii) is identified in the Debtors' Schedules in an amount of  
14 zero dollars or as contingent, unliquidated, or disputed and as to which a proof of claim  
15 was not filed by the Bar Date; or (iii) is not identified in the Debtors' schedules and as to  
16 which no proof of claim has been filed or deemed filed by the Bar Date.

17 1.43 Disclosure Statement shall mean and refer to the Fifth Amended Disclosure  
18 Statement in Support of Fifth Amended Joint Plan of Reorganization filed by the Plan  
19 Proponents as required pursuant to Section 1125 of the Bankruptcy Code.

20 1.44 Disputed Claim shall mean any Claim that is not an Allowed Claim or a  
21 Disallowed Claim and that has not been barred or otherwise disallowed or paid or  
22 otherwise satisfied. In the event that any part of a Claim is a Disputed Claim, such Claim  
23 in its entirety shall be deemed to constitute a Disputed Claim for purposes of distribution  
24 under the Plan unless the Debtors and the holder thereof agree otherwise; provided,  
25 however, nothing in this definition is intended to or does impair the rights of any holder  
26 of a Disputed Claim to pursue its rights under Section 502(c) of the Bankruptcy Code.

1 Without limiting any of the foregoing, but subject to the provisions of the Plan, a Claim,  
2 including a Claim scheduled by the Debtors, that is the subject of a pending application,  
3 motion, complaint, objection or any other legal proceeding commenced or filed by the  
4 Debtors seeking to disallow, limit, subordinate or estimate such Claim shall be deemed to  
5 constitute a Disputed Claim.

6 1.45 Effective Date means a day as determined by the Plan Proponents that is a  
7 Business Day no earlier than the date on which all conditions to the effective date in  
8 Section 15.2 of the Plan have been met or waived.

9 1.46 Estate shall mean the estate of the applicable Debtor created in accordance  
10 with Section 541 of the Bankruptcy Code.

11 1.47 Executory Contract and Unexpired Lease or Executory Contract or  
12 Unexpired Lease shall mean a contract or lease to which a Debtor is a party that is subject  
13 to assumption or rejection under Section 365 of the Bankruptcy Code.

14 1.48 Final Order shall mean any order or judgment of the Bankruptcy Court, or  
15 other court of competent jurisdiction, as entered on the docket in the Case or the docket  
16 of any other court of competent jurisdiction, that has not been reversed, stayed, modified  
17 or amended, and as to which the time to appeal or seek certiorari or move for a new trial,  
18 reargument or rehearing has expired, and no appeal or petition for certiorari or other  
19 proceedings for a new trial, reargument or rehearing has been timely taken, or as to which  
20 any appeal that has been taken or any petition for certiorari that has been filed timely has  
21 been withdrawn or resolved by the highest court to which the order or judgment was  
22 appealed or from which certiorari was sought or the new trial, reargument or rehearing  
23 shall have been denied or resulted in no modification of such order.

24 1.49 Impaired when used as an adjective preceding the words "Class of Claims"  
25 or "Class of Member Equity Interests," shall mean that the Plan alters the legal, equitable,  
26 or contractual rights of the member(s) of that class.

1           1.50 Independent Debtor Representative shall mean Grant Lyon, appointed by  
2 the Bankruptcy Court pursuant to the Protocol Order, and any successor to Mr. Lyon in  
3 his role as Independent Debtor Representative.

4           1.51 Investor shall mean Diversis Capital, LLC or its designated assignee.

5           1.52 IRS shall mean the Internal Revenue Service, Department of the Treasury  
6 of the United States of America.

7           1.53 Lancelot DIP Order shall mean the *Stipulated Final Order (A) Approving*  
8 *Senior Secured Postpetition Financing, (B) Granting Senior Liens And (C) Providing*  
9 *Superpriority Administrative Expense Status* entered by the Bankruptcy Court on July 19,  
10 2013, as amended.

11           1.54 Lien shall mean any lien or charge against or interest, including any  
12 security interest, in property to secure payment of a debt or performance of an obligation  
13 but only to the extent such lien, charge, or interest is valid, binding, enforceable and  
14 perfected and not subject to avoidance, defense, recharacterization or subordination.

15           1.55 Manager shall mean, as the context requires, either Anchor Management or  
16 Perciballi.

17           1.56 Managers shall mean Anchor Management and Perciballi.

18           1.57 Member shall mean, as the context requires, either C Squared or AWI with  
19 respect to ArmorWorks, and shall mean ArmorWorks with respect to TechFiber.

20           1.58 Members shall mean C Squared and AWI.

21           1.59 Member Equity Interest shall mean the respective ownership interests of the  
22 Members in ArmorWorks and TechFiber.

23           1.60 Perciballi shall mean William J. Perciballi, one of the Managers of  
24 ArmorWorks.

25           1.61 Petition Date shall mean June 17, 2013.

26           1.62 Plan shall mean this plan of reorganization, including, without limitation,

1 the exhibits and schedules hereto, as the same may be amended, supplemented or  
2 modified from time to time in accordance with the provisions of the Bankruptcy Code  
3 and the terms hereof.

4 1.63 Priority Claims shall mean “Priority Tax Claims” and “Priority Non-Tax  
5 Claims” in the aggregate, and shall mean any claim to the extent entitled to priority in  
6 payment under Sections 507(a)(3), (4), (5), (6), (7) or (8) of the Bankruptcy Code.

7 1.64 Priority Non-Tax Claims shall mean Priority Claims other than Priority  
8 Claims entitled to priority treatment as a tax under Section 507(a)(8) of the Bankruptcy  
9 Code.

10 1.65 Priority Tax Creditor shall mean a Creditor holding a Priority Tax Claim.

11 1.66 Priority Tax Claim shall mean any Claim entitled to priority in payment  
12 under Section 507(a)(8) of the Bankruptcy Code, but only to the extent it is entitled to  
13 priority under such subsection.

14 1.67 Professional Persons shall mean any professional employed in the Case  
15 pursuant to Section 327, Section 328 or Section 1103 of the Bankruptcy Code, or any  
16 professional or other entity seeking compensation or reimbursement of expenses in  
17 connection with the Case pursuant to Sections 503(b)(3)(F) and (b)(4) of the Bankruptcy  
18 Code.

19 1.68 Professional Fee Claim shall mean any claim by a Professional Person as  
20 provided for in Sections 327, 328, 330, 503(b) and 1103 of the Bankruptcy Code.

21 1.69 Pro Rata shall mean, with respect to an amount of Cash to be paid or  
22 distributed to a Creditor with respect to an Allowed Claim on a particular date, in  
23 accordance with the ratio, as of such date, of the dollar amount of the Allowed Claim of  
24 such Person in the indicated Class to the aggregate dollar amount of all Claims in the  
25 indicated Class (including, in each such calculation, the full amount of Disputed Claims  
26 in the Class which have been asserted or are otherwise pending and which have not yet



1 been Allowed or otherwise disposed of).

2 1.70 Protocol shall mean the *Governance Protocol for Sale Transaction and*  
3 *Non-Ordinary Course Transactions* attached as Exhibit “A” to, and approved by, the  
4 Protocol Order and any amendments or supplements thereto approved by the Bankruptcy  
5 Court.

6 1.71 Protocol Order means and refers to the *Order Granting Joint Motion for*  
7 *Approval of Governance Protocol for Sale and Non-Ordinary Course Transactions, and*  
8 *Retention Grant Lyon as Independent Debtor Representative* entered on October 7, 2013  
9 [Docket No. 291], as amended by the *Stipulated Order Amending And Clarifying*  
10 *Governance Protocol For Sale And Non-Ordinary Course Transactions, And Retention*  
11 *Of Grant Lyon As Independent Debtor Representative* entered on December 19, 2013  
12 [Docket 452], and as further amended, modified, restated or supplemented from time to  
13 time.

14 1.72 Reorganized Debtors shall mean the Debtors as reorganized under and in  
15 accordance with the confirmed Plan on and after the Effective Date.

16 1.73 Representative shall mean, with respect to any entity, any officer, director,  
17 affiliate, member, subsidiary, attorney, advisor, investment banker, financial advisor,  
18 accountant or other professional of such entity, in each case in such capacity, together  
19 with each of their successors and assigns.

20 1.74 Schedule of Assumed Contracts means the schedule included as an exhibit  
21 to the Plan listing certain Executory Contracts and Unexpired Leases to be assumed by  
22 the Debtors and assigned to the Reorganized Debtors as of the Effective Date.

23 1.75 Schedule of Rejected Contracts means the schedule included as an exhibit  
24 to the Plan listing certain Executory Contracts and Unexpired Leases to be rejected by the  
25 Debtors as of the Effective Date.

26 1.76 Secured Claim shall mean a Claim which is secured by a valid, perfected

1 and unavoidable Lien against a Debtor's Assets as of the Petition Date, or which  
2 expressly attached to the proceeds of assets sold pursuant to an order of the Bankruptcy  
3 Court but only to the extent of the value of such Debtor's interest in the property. In  
4 accordance with the Section 506(a) of the Bankruptcy Code, Secured Claim specifically  
5 excludes that portion of a Claim of a holder of a Lien against the property of the Debtor  
6 to the extent such holder's interest in the property is less than the amount of such Claim.  
7 To the extent of any deficiency in the value of the interest of the holder of such Secured  
8 Claim in such property, such deficiency is an Unsecured Claim, unless otherwise  
9 provided for by order of the Bankruptcy Court.

10 1.77 Subordinated Claim shall mean all claims described in Section 510 of the  
11 Bankruptcy Code or claims which are otherwise subordinated pursuant to an Order of the  
12 Bankruptcy Court.

13 1.78 Subsidiary shall mean each of the following entities and any other entity  
14 owned in whole or in part by ArmorWorks: Applied Heat Technologies, LLC;  
15 ArmorWorks Enterprises, Canada; ArmourWorks International, Limited; Mandall Barrier  
16 Works, LLC; Protective Ceramics, LLC; ShockRide, LLC; and TechFiber, LLC.

17 1.79 Unsecured Claim shall mean any Claim against the Debtors which arose or  
18 which is deemed by the Bankruptcy Code to have arisen before the Petition Date for the  
19 Debtors, and which is not (i) a DIP Obligation, (ii) a Secured Claim, (iii) an  
20 Administrative Expense, (iv) a Priority Claim, or (v) a fee payable pursuant to  
21 section 1930 of Title 28 of the United States Code. "Unsecured Claim" shall include all  
22 Claims against the Debtors that are not expressly otherwise dealt with in the Plan.

23 1.80 Vendors shall mean those persons or entities that provided goods or  
24 services to the Debtors in the ordinary course of business in exchange for a  
25 contemporaneous payment, or pursuant to standard terms for payment for a term not  
26 exceeding forty-five (45) days.

1           1.81 Voting Class shall mean a Class of Claims under the Plan which is  
2 impaired and entitled to vote to accept or reject the Plan.

3 **ARTICLE 2. INTERPRETATION, RULES OF CONSTRUCTION, AND OTHER**  
4 **TERMS.**

5           2.1 Any term used in this Plan that is not defined herein, whether in Article 1 or  
6 elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy Rules, has the  
7 meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules and shall  
8 be construed in accordance with the rules of construction used in the Bankruptcy Code.

9           2.2 The words “herein,” “hereto,” “hereunder,” and others of similar import,  
10 refer to the Plan as a whole and not to any particular article or clause contained in this  
11 Plan.

12           2.3 Unless specified otherwise in a particular reference, a reference in this Plan  
13 to an article is a reference to that article of this Plan.

14           2.4 Unless otherwise provided for, any reference in this Plan to an existing  
15 document or instrument means such document or instrument as it may have been  
16 amended, modified, or supplemented from time to time.

17           2.5 For purposes of this Plan and such defined terms, the singular and plural  
18 uses of such defined terms and the conjunctive and disjunctive uses will be fungible and  
19 interchangeable (unless the context otherwise requires); and the defined terms will  
20 include masculine, feminine, and neuter genders.

21           2.6 In addition to the foregoing, the rules of construction set forth in Section  
22 102 of the Bankruptcy Code shall apply to this Plan.

23           2.7 In computing any period of time prescribed or allowed by this Plan, the  
24 provisions of Bankruptcy Rule 9006(a) shall apply.

25  
26

1           2.8    Any exhibits or schedules to this Plan are incorporated into this Plan, and  
2 shall be deemed to be included in this Plan, regardless of when filed with the Bankruptcy  
3 Court.

4           2.9    Where Claims are divided into subclasses in this Plan, each subclass will be  
5 considered to be a separate class for all confirmation purposes, including treatment and  
6 voting on the Plan.

7    **ARTICLE 3. CLASSIFICATION OF CLAIMS AND INTERESTS**

8           3.1    General Classification Provisions. For purposes of organization, voting,  
9 and all confirmation matters, except as otherwise provided herein, all Claims (except for  
10 Administrative Claims and Priority Tax Claims) and Member Equity Interests shall be  
11 classified as set forth in this Article 3 of the Plan. All Claims and Member Equity  
12 Interests are classified under the Plan as hereafter stated in this Article 3; provided,  
13 however, that a Claim or Member Equity Interest will be deemed classified in a particular  
14 Class only to the extent that the Claim or Member Equity Interest qualifies within the  
15 description of that Class and will be deemed classified in a different Class to the extent  
16 that any remainder of the Claim or Member Equity Interest qualifies within the  
17 description of such different Class. As of the Confirmation Hearing, any Class of Claims  
18 or Member Equity Interest that does not contain any Creditor's Claim or an Member  
19 Equity Interest will be deemed deleted automatically from the Plan; and any Class of  
20 Claims or Member Equity Interest that does not contain an Allowed Claim (or a Claim  
21 temporarily or provisionally allowed by the Bankruptcy Court for voting purposes) or  
22 Member Equity Interest will be deemed automatically deleted from the Plan with respect  
23 to voting on confirmation of the Plan. A Claim or Member Equity Interest is in a  
24 particular Class only to the extent the Claim or Member Equity Interest is an Allowed  
25 Claim or Allowed Member Equity Interest as defined herein.

26

1           3.2    Classification of Claims and Equity Interests. The Plan classifies Claims  
2 and Member Equity Interests in various Classes according to their right to priority of  
3 payments as provided in the Bankruptcy Code. The Plan states whether each Class of  
4 Claims or Member Equity Interests are impaired or unimpaired. The Plan provides the  
5 treatment each Class will receive under the Plan. In accordance with the requirements of  
6 the Bankruptcy Code, Allowed Administrative Expense Claims and Priority Tax Claims  
7 are not set forth in Classes and are not entitled to vote on the Plan. The Allowed Claims  
8 against the Debtors' Estates are divided into the following classes:

9           3.2.1    Class 1 (Priority Non-Tax Claims). Class 1 consists of any  
10 Priority Non-Tax Claims against the Debtors existing as of the Confirmation Date.

11           3.2.2    Class 2 (Secured Tax Claims). Class 2 consists of any Secured  
12 Tax Claims against the Debtors existing as of the Confirmation Date.

13           3.2.3    Class 3 (Secured Claims). Class 3 consists of any Secured Claims  
14 against any of the Debtors, except Secured Tax Claims.

15                   a.    Class 3(a) (Secured Claim of US Bank)

16                   b.    Class 3(b) (Other Secured Claims)

17           3.2.4    Class 4 (ArmorWorks General Unsecured Claims). Class 4  
18 consists of all General Unsecured Claims against ArmorWorks.

19                   a.    Class 4(a) (Cash Out Option)

20                   b.    Class 4(b) (Full Payment Option)

21           3.2.5    Class 5 (TechFiber General Unsecured Claims). Class 5 consists  
22 of all General Unsecured Claims against TechFiber.

23                   a.    Class 5(a) (Cash Out Option)

24                   b.    Class 5(b) (Full Payment Option)

25           3.2.6    Class 6 (Member Equity Interests In ArmorWorks). Class 6  
26 consists of the Member Equity Interests in ArmorWorks.

1           3.2.7    Class 7 (ArmorWorks Member Equity Interest in TechFiber).  
2    Class 7 consists of the 100% Member Equity Interest of ArmorWorks in  
3    TechFiber.

4           3.2.8    Class 8 (Subsidiary General Unsecured Claims). Class 8 consists  
5    of all General Unsecured Claims asserted by any Subsidiary against the Debtors.

6    **ARTICLE 4. IDENTIFICATION OF IMPAIRED AND UNIMPAIRED CLASSES**

7           4.1    Unimpaired Classes of Claims and Interests. The following classes are not  
8    impaired under the Plan and are deemed to have accepted the Plan under the provisions  
9    of Section 1126(f) of the Bankruptcy Code:

10           4.1.1    Class 1 (Priority Non-Tax Claims); and

11           4.1.2    Class 7 (ArmorWorks Member Equity Interest in TechFiber).

12           4.2    Impaired Classes of Claims.

13           4.2.1    The following classes are impaired under the Plan within the  
14    meaning of section 1124 of the Bankruptcy Code, and the Debtors will seek  
15    acceptance of the Plan from these classes:

16                   (i)    Class 2 (Secured Tax Claims);

17                   (ii)   Class 3 (Secured Claims);

18                           a.    Class 3(a) (Secured Claim of US Bank)

19                           b.    Class 3(b) (Other Secured Claims)

20                   (iii)   Class 4 (ArmorWorks General Unsecured Claims);

21                           a.    Class 4(a) (Cash Out Option);

22                           b.    Class 4(b) (Full Payment Option);

23                   (iv)   Class 5 (TechFiber General Unsecured Claims);

24                           a.    Class 5(a) (Cash Out Option);

25                           b.    Class 5(b) (Full Payment Option);

26           4.2.2    Class 8 (Subsidiary General Unsecured Claims) will be deemed

1 settled and compromised in exchange for the benefits the Subsidiaries will realize  
2 as a result of the reorganization of ArmorWorks pursuant to the terms of the Plan,  
3 and accordingly holders of Class 8 Claims will be deemed to accept the Plan.

4 4.3 Impaired Classes of Interests.

5 4.3.1 Class 6 (Member Equity Interests In ArmorWorks) are impaired  
6 under the Plan and deemed to reject the Plan pursuant to Section 1126(g) of the  
7 Bankruptcy Code.

8 **ARTICLE 5. PROVISIONS FOR TREATMENT OF CLAIMS AND INTERESTS**  
9 **NOT IMPAIRED UNDER THE PLAN**

10 5.1 DIP Obligations. Unless paid sooner, or a different treatment is consented  
11 to in writing by a particular DIP Lender, the DIP Obligations shall be paid in full and in  
12 cash on the Effective Date before the payment of any other Claims against the Debtors,  
13 other than Vendor Administrative Claims. Any dispute regarding the amount of any DIP  
14 Obligations shall be resolved by the Bankruptcy Court on an expedited basis prior to the  
15 occurrence of the Effective Date. Notwithstanding anything to the contrary contained in  
16 the Plan or the Confirmation Order, the terms of the DIP Orders and all liens granted to  
17 DIP Lenders shall survive and shall remaining binding and enforceable until the DIP  
18 Obligations have been fully paid. Upon payment in full of the DIP Obligations, all liens  
19 granted to the DIP Lenders shall be deemed fully and forever released and discharged.

20 5.2 Administrative Expense Claims. Every Creditor holding an Allowed  
21 Administrative Expense Claim against the Debtors will be paid, in full satisfaction of  
22 their Allowed Claim, after the payment in full of the DIP Obligations: (a) fully and in  
23 Cash on or before ten (10) Business Days after the Effective Date if the Claim is then an  
24 Allowed Claim; (b) fully and in Cash within ten (10) Business Days after the entry of a  
25 Final Order allowing the Claim, if the Claim is not an Allowed Claim as of the Effective  
26 Date; (c) as otherwise agreed in writing by the Creditor holding the Allowed

1 Administrative Expense Claim and the Debtors; or (d) as otherwise ordered by the  
2 Bankruptcy Court. Allowed Administrative Expense Claims are unimpaired pursuant to  
3 the Plan and votes to accept or reject the Plan will not be solicited from Creditors holding  
4 Allowed Administrative Expense Claims.

5       5.3 Vendor Administrative Claims. The post-petition expenses owed to  
6 Vendors will be paid as they are incurred in the ordinary course of business. Any  
7 amounts outstanding as of the Effective Date will be paid in full on the later of the  
8 Effective Date, or in the ordinary course of the Debtors' business. Vendor  
9 Administrative Claims are unimpaired pursuant to the Plan and votes to accept or reject  
10 the Plan will not be solicited from Creditors holding Vendor Administrative Claims.

11       5.4 U.S. Trustee Fees. All fees payable pursuant to section 1930 of Title 28 of  
12 the United States Code, as determined by the Bankruptcy Court at the Confirmation  
13 Hearing, shall be paid within ten (10) Business Days after the Effective Date, or as due in  
14 the normal course of billing and payment. The Reorganized Debtors shall be responsible  
15 for timely payment of fees incurred pursuant to 28 U.S.C. § 1930(a)(6). The Reorganized  
16 Debtors shall file with the Bankruptcy Court, and serve on the United States Trustee, a  
17 quarterly financial report for each quarter (or portion thereof) that the cases remain open  
18 in a format prescribed by the United States Trustee and provided to the Debtor by the  
19 United States Trustee, and shall pay such quarterly fees as become due for each quarter  
20 post-confirmation that the cases remain open. No motion or application is required to fix  
21 fees payable to the Clerks' Office or the Office of the United States Trustee, as those fees  
22 are determined by statute.

23       5.5 Administrative Bar Date. Requests for payment of Administrative  
24 Expenses, other than the DIP Obligations, Vendor Administrative Claims and  
25 Professional Fee Claims, must be filed and served pursuant to any procedures set forth in  
26



1 the Confirmation Order or notice of entry of the Confirmation Order, no later than thirty  
2 (30) days after the Effective Date.

3       5.6 Professional Fee Claims. The Bankruptcy Court must approve all requests  
4 for the payment of professional compensation and expenses to the extent incurred on or  
5 before the Effective Date. Each Professional Person requesting compensation or  
6 reimbursement of expenses in the Cases pursuant to Sections 327, 328, 330, 331, 503(b)  
7 or 1103 of the Bankruptcy Code shall file an application for allowance of final  
8 compensation and reimbursement of expenses not later than thirty (30) days after the  
9 Effective Date. Nothing herein shall prohibit each Professional Person from requesting  
10 interim compensation during the course of the Case pending Confirmation of this Plan.  
11 All fees, costs and disbursements of Professional Persons not heretofore paid through the  
12 Effective Date of the Plan, shall be paid fully and in Cash on the later of the Effective  
13 Date or within ten (10) Business Days after the entry of a Final Order allowing the Claim.

14       5.7 Priority Tax Claims. Priority Tax Claims are certain pre-Petition Date  
15 unsecured income, employment and other taxes described by Section 507(a)(8) of the  
16 Bankruptcy Code. To the extent Allowed Priority Tax Claims exist on the Effective  
17 Date, holders of Allowed Priority Tax Claims will be paid: (a) fully and in Cash on or  
18 before ten (10) Business Days after the Effective Date if the Claim is then an Allowed  
19 Claim; or (b) fully and in Cash within ten (10) Business Days after the entry of a Final  
20 Order allowing the Claim, if the Claim is not an Allowed Claim as of the Effective Date.  
21 Priority Tax Claims will be allowed in the principal amount of the tax due as of the  
22 Petition Date, with interest at the applicable statutory rate in accordance with section 511  
23 of the Bankruptcy Code. No amounts attributable to penalties imposed or sought to be  
24 imposed by holders of Priority Tax Claims will be paid. Priority Tax Claims are  
25 unimpaired pursuant to the Plan and votes to accept or reject the Plan will not be solicited  
26 from Creditors holding Priority Tax Claims.

1           5.8    Class 1 (Priority Non-Tax Claims). To the extent Allowed Priority Non-  
2 Tax Claims exist on the Effective Date, holders of Allowed Priority Non-Tax Claims will  
3 be paid: (a) fully and in Cash on or before ten (10) Business Days after the Effective  
4 Date if the Claim is then an Allowed Claim; or (b) fully and in Cash within ten (10)  
5 Business Days after the entry of a Final Order allowing the Claim, if the Claim is not an  
6 Allowed Claim as of the Effective Date. Class 1 Claims are unimpaired under the Plan,  
7 and the holders of Class 1 Claims are not entitled to vote on the Plan.

8           5.9    Class 7 (ArmorWorks' Member Equity Interest in TechFiber). The 100%  
9 Member Equity Interest of ArmorWorks in TechFiber shall be an Allowed interest under  
10 the Plan. ArmorWorks shall retain its Member Equity Interest in TechFiber, as  
11 reorganized under the Plan. Class 7 Interests are unimpaired under the Plan, and holders  
12 of Class 7 Interests are not entitled to vote on the Plan.

13   **ARTICLE 6. PROVISIONS FOR TREATMENT OF IMPAIRED CLAIMS AND**  
14   **INTERESTS UNDER THE PLAN**

15           6.1    Class 2 (Secured Tax Claims). Class 2 Claims consists of all Secured Tax  
16 Claims against the Debtors for 2012 and 2013 real or personal property taxes. Holders of  
17 Allowed Class 2 Claims will retain their liens on the Property that serves as security for  
18 repayment of Allowed Class 2 Claims. In the discretion of the Reorganized Debtors,  
19 Allowed Class 2 claims, including post-petition interest in accordance with 11 U.S.C. §  
20 511 and A.R.S. § 42-18053, will be paid (a) in full within ten (10) Business Days after  
21 the later of the Effective Date or the date the Claim is Allowed, or (b) in full within five  
22 (5) years of the Petition Date through regular equal monthly payments of principal and  
23 interest. Class 2 Claims are impaired and holders of Class 2 Claims are entitled to vote to  
24 accept or reject the Plan.

25           6.2    Class 3 (Secured Claims). Each Claimant holding an Allowed Class 3  
26 Secured Claim will be placed in a separate sub-class of Class 3 for the purposes of voting

1 on the Plan and the treatment of their respective Claims under the Plan. Other than the  
2 Class 3(a) Secured Claim of US Bank, the Debtors do not believe there are any Class 3  
3 Secured Claims against the Debtors existing as of the Petition Date.

4           6.2.1     Class 3(a) (Secured Claim of US Bank). US Bank asserts a  
5 Secured Claim in the amount of \$1,600. Holders of Allowed Class 3(a) Secured  
6 Claims will retain their prepetition liens in their collateral. Any Allowed Class  
7 3(a) Secured Claim of US Bank will be paid in full within one hundred and eighty  
8 (180) days after the later of the Effective Date or the date the Claim is Allowed,  
9 with interest from and after the Effective Date at the rate of 3.25% simple interest  
10 per annum. No default interest or other penalties will be paid to holders of  
11 Allowed Class 3(a) Secured Claims. Class 3(a) Secured Claims are impaired, and  
12 the holders of Class 3(a) Claims are entitled to vote to accept or reject the Plan.

13           6.2.2     Class 3(b) (Other Secured Claims). Holders of Allowed Class  
14 3(b) Secured Claims, if any, will retain their prepetition liens in their collateral. In  
15 the discretion of the Reorganized Debtors, Allowed Class 3(b) Secured Claims  
16 shall be satisfied as follows: (a) through the abandonment or transfer of the  
17 collateral to the secured creditor within ten (10) Business Days after the later of  
18 the Effective Date or the allowance of the Claim, in which case the Claimant shall  
19 have the right to assert a General Unsecured Claim paid under Class 4 or 5, as  
20 applicable, for any deficiency to the extent allowable by applicable non-  
21 bankruptcy law; or (b) any prepetition default under the applicable contract and  
22 security documents will be cured on the Effective Date and regular payments will  
23 be made to the holder of the Allowed Class 3(b) Secured Claim after the Effective  
24 Date in accordance with the applicable contract; or (c) the Allowed Class 3(b)  
25 Secured Claim will be paid in full within ten (10) Business Days after the later of  
26 the Effective Date or the date the Claim is Allowed, with interest from and after

1 the Effective Date at the greater of the non-default contract rate of interest or  
2 3.25% simple interest per annum. No default interest or other penalties will be  
3 paid to holders of Allowed Class 3(b) Secured Claims. Class 3(b) Secured Claims  
4 are impaired, and the holders of Class 3(b) Claims are entitled to vote to accept or  
5 reject the Plan.

6 6.3 Class 4 (ArmorWorks Unsecured Claims). Class 4 consists of all  
7 Unsecured Claims against ArmorWorks. Holders of Allowed Class 4 Claims may elect  
8 on the Ballot to be placed and treated in sub-class Class 4(a) or will, absent the election,  
9 be automatically placed in subclass Class 4(b) below. The Holder of an Allowed Class 4  
10 Claim will receive the following in payment for such Allowed Class 4 Claim, in  
11 accordance with their election:

12 6.3.1 Class 4(a) (Cash Out Option): In full and final satisfaction of its  
13 Allowed Class 4(a) Claim, the holder who elects to be included in Class 4(a) will  
14 be paid a lump sum cash payment equal to 30% of its Allowed Class 4(a) Claim  
15 on the later of (i) ten (10) Business Days after the Effective Date, if the Claim is  
16 then an Allowed Claim; or (ii) ten (10) Business Days after the entry of a Final  
17 Order allowing the Claim, if the Claim is not an Allowed Claim as of the Effective  
18 Date. Class 4(a) Claims are impaired, and the holders are entitled to vote to accept  
19 or reject the Plan; or

20 6.3.2 Class 4(b) (Full Payment Option): Allowed Class 4(b) Claims  
21 will accrue interest from and after the Effective Date at the rate of 2% per annum  
22 simple interest. In full and final satisfaction of its Allowed Class 4(b) Claim, the  
23 holder will be paid the full amount of its Allowed Class 4(b) Claim in five annual  
24 partial distributions beginning on the first anniversary of the Effective Date as  
25 follows: on the first anniversary of the Effective Date, 5% of the Allowed Class  
26 4(b) Claim, plus accrued interest, shall be paid; on the second anniversary of the

1 Effective Date, 10% of the Allowed Class 4(b) Claim, plus accrued interest, shall  
2 be paid; on the third anniversary of the Effective Date, 20% of the Allowed Class  
3 4(b) Claim, plus accrued interest, shall be paid; on the fourth anniversary of the  
4 Effective Date, 30% of the Allowed Class 4(b) Claim, plus accrued interest, shall  
5 be paid; and on the fifth anniversary of the Effective Date, 35% of Allowed Class  
6 4(b) Claim, plus accrued interest, shall be paid. In each case, the distribution shall  
7 be made on the later of the distribution date or the date that is ten (10) Business  
8 Days after the entry of a Final Order allowing the Claim. Class 4(b) Claims are  
9 impaired, and the holders are entitled to vote to accept or reject the Plan.

10 6.4 Class 5 (TechFiber Unsecured Claims). Class 5 consists of all Unsecured  
11 Claims against TechFiber. Holders of Allowed Class 5 Claims may elect on the Ballot to  
12 be placed and treated in sub-class Class 5(a) or will, absent the election, be automatically  
13 placed in subclass Class 5(b) below. Each of sub-class Class 5(a) and Class 5(b) will  
14 vote to accept or reject the Plan and the votes in each sub-class to either accept or reject  
15 the Plan will be determined pursuant to Bankruptcy Code § 1126(c). The Holder of an  
16 Allowed Class 5 Claim will receive the following in payment for such Allowed Class 5  
17 Claim:

18 6.4.1 Class 5(a) (Cash Out Option): In full and final satisfaction of its  
19 Allowed Class 5(a) Claim, the holder who elects to be included in Class 5(a) will  
20 be paid a lump sum cash payment equal to 30% of its Allowed Class 5(a) Claim  
21 on the later of (i) ten (10) Business Days after the Effective Date, if the Claim is  
22 then an Allowed Claim; or (ii) ten (10) Business Days after the entry of a Final  
23 Order allowing the Claim, if the Claim is not an Allowed Claim as of the Effective  
24 Date. Class 5(a) Claims are impaired, and the holders are entitled to vote to accept  
25 or reject the Plan.  
26

1           6.4.2     Class 5(b) (Full Payment Option): Allowed Class 5(b) Claims  
2 will accrue interest from and after the Effective Date at the rate of 2% per annum  
3 simple interest. In full and final satisfaction of its Allowed Class 5(b) Claim, the  
4 holder will be paid the full amount of its Allowed Class 5(b) Claim in five annual  
5 partial distributions beginning on the first anniversary of the Effective Date as  
6 follows: on the first anniversary of the Effective Date, 5% of the Allowed Class  
7 5(b) Claim, plus accrued interest, shall be paid; on the second anniversary of the  
8 Effective Date, 10% of the Allowed Class 5(b) Claim, plus accrued interest, shall  
9 be paid; on the third anniversary of the Effective Date, 20% of the Allowed Class  
10 5(b) Claim, plus accrued interest, shall be paid; on the fourth anniversary of the  
11 Effective Date, 30% of the Allowed Class 5(b) Claim, plus accrued interest, shall  
12 be paid; and on the fifth anniversary of the Effective Date, 35% of Allowed Class  
13 5(b) Claim, plus accrued interest, shall be paid. In each case, the distribution shall  
14 be made on the later of the distribution date or the date that is ten (10) Business  
15 Days after the entry of a Final Order allowing the Claim. Class 5(b) Claims are  
16 impaired, and the holders are entitled to vote to accept or reject the Plan.

17           6.5     Class 6 (Member Equity Interests in ArmorWorks). The Member Equity  
18 Interests in ArmorWorks shall be extinguished under the Plan on the Effective Date.  
19 Class 6 Member Equity Interests are impaired under the Plan, and holders of Class 6  
20 Interests are deemed to reject the Plan pursuant to Section 1126(g) of the Bankruptcy  
21 Code.

22           6.6     Class 8 (Subsidiary General Unsecured Claims). Class 8 consists of all  
23 General Unsecured Claims asserted by any Subsidiary against the Debtors. All Class 8  
24 Claims shall be deemed settled and compromised on the Effective Date on account of the  
25 benefits the Subsidiaries will realize as a result of the reorganization of ArmorWorks  
26

1 pursuant to the terms of the Plan. Class 8 Subsidiary General Unsecured Claims are  
2 impaired under the Plan, but will be deemed to accept the Plan.

3 **ARTICLE 7. ACCEPTANCE OR REJECTION OF PLAN; EFFECT OF**  
4 **REJECTION BY ONE OR MORE CLASSES OF CLAIMS**

5 7.1 Impaired Classes to Vote. Each impaired class of Creditors with Claims  
6 against the Debtors who is entitled to vote on the Plan shall be forwarded a ballot and  
7 shall be entitled to vote to accept or reject the Plan.

8 7.2 Acceptance by a Class of Creditors. A Class of Creditors shall have  
9 accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in the aggregate  
10 dollar amount and more than one-half (1/2) in number of Holders of the Allowed Claims  
11 of such class that have voted to accept or reject the Plan.

12 7.3 Cram-down. In the event that any impaired Class of Creditors with Claims  
13 against the Debtors' Estates shall fail to accept the Plan in accordance with Section  
14 1129(a) of the Bankruptcy Code, the Debtors and the Committee reserve the right to  
15 request that the Bankruptcy Court confirm the Plan, notwithstanding such rejection, in  
16 accordance with Section 1129(b)(1) of the Bankruptcy Code.

17 7.4 Blank Ballots. Any Ballot which is executed by the holder of an Allowed  
18 Claim but which does not indicate an acceptance or rejection of the Plan shall be deemed  
19 an acceptance of the Plan.

20 **ARTICLE 8. MEANS OF EFFECTUATING THE PLAN**

21 8.1 In General. The Plan is to be implemented in a manner consistent with  
22 Section 1123 of the Bankruptcy Code and the Debtors and the Reorganized Debtors, as  
23 applicable, are authorized to take any and all actions that may be necessary or appropriate  
24 to implement the terms of the Plan.

25 8.2 Issuance of Equity Interests in Reorganized ArmorWorks and Related  
26 Transactions. On the Effective Date, in exchange for 100% of the equity interests in

1 reorganized AWE Investor shall: (a) contribute \$3,000,000 in cash to AWE for payment  
2 of claims and administrative expenses, (b) cause Perciballi and AWI to contribute to  
3 Reorganized AWE all intellectual property used in the businesses of the Debtors that is  
4 owned or controlled by Perciballi or AWI, and (c) fund the payment of certain  
5 obligations of AWI ((a) and (b) together, the “Plan Contributions”). Also on the  
6 Effective Date, (d) Investor shall contribute the equity interests in Reorganized AWE to  
7 AWI, along with certain cash, and will receive 66.9% of the common equity and 100% of  
8 the class A preferred equity in AWI; (e) Perciballi shall receive 23.1% of the common  
9 equity in AWI; and (f) 10% of the common equity in AWI shall be reserved for a  
10 management bonus pool. ((a) through (f), collectively, the “Corporate Restructuring  
11 Transactions”). Concurrent with the closing of the Corporate Restructuring Transactions,  
12 Perciballi will receive additional funds from Investor as more particularly described in  
13 Exhibit “G” attached to the Disclosure Statement.

14 8.3 Additional Funding. The Cash Out Option for the Class 4(a) (ArmorWorks  
15 Unsecured Claims) and Class 5(a) (TechFiber Unsecured Claims) will be funded in part  
16 from the cash payment from the AWE Investor and in part from a cash contribution from  
17 Perciballi of up to \$500,000 in order to pay a maximum of 30% of the Allowed amount  
18 of the electing general unsecured creditor’s claim. Two-thirds (2/3) of the amount of the  
19 Cash Out Option for Classes 4(a) and 5(a) will be funded by the AWE Investor and one-  
20 third of the amount of the Cash Out Option for Classes 4(a) and 5(a) will be funded by  
21 Perciballi up to a maximum contribution from Perciballi of \$500,000. The Plan will also  
22 be funded from ongoing business operations and from the proceeds of the sale of assets  
23 deemed to be no longer necessary to the ongoing operations of the business. The Debtors  
24 also may obtain a working capital line of credit to replace the DIP Facility.

25 8.4 Revesting of Debtors’ Assets in the Reorganized Debtors.

26 8.4.1 Except as otherwise expressly provided in this Plan, pursuant to



1 Sections 1123(a)(5), 1123(b)(3) and 1141(b) of the Bankruptcy Code, all of the  
2 Debtors' assets shall automatically be retained and revested in the relevant  
3 Reorganized Debtor or its respective successor, free and clear of all Claims, liens,  
4 contractually-imposed restrictions, charges, encumbrances and interests of  
5 creditors and equity security holders on the Effective Date, with all such Claims,  
6 liens, contractually-imposed restrictions, charges, encumbrances and interests  
7 being extinguished except as otherwise provided in this Plan.

8 8.4.2 As of the Effective Date, each Reorganized Debtor may acquire  
9 and dispose of property and settle and compromise Claims without supervision of  
10 the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the  
11 Bankruptcy Rules, other than those restrictions expressly imposed by this Plan and  
12 the Confirmation Order. Without limiting the foregoing, each Reorganized Debtor  
13 may pay the charges it incurs for professional fees, disbursements, expenses or  
14 related support services after the Effective Date without any application to the  
15 Bankruptcy Court.

16 8.5 Corporate Action. Pursuant to section 1142 of the Bankruptcy Code and  
17 any applicable provisions of the business corporation law of any applicable state, the  
18 entry of the Confirmation Order shall constitute authorization for the Debtors and the  
19 Reorganized Debtors to take or cause to be taken all corporate and limited liability  
20 company actions necessary or appropriate to consummate and implement the provisions  
21 of this Plan prior to, on and after the Effective Date, and all such actions taken or caused  
22 to be taken shall be deemed to have been authorized and approved by the Bankruptcy  
23 Court, including without limitation: (a) the cancellation of all of the issued and  
24 outstanding Member Equity Interests in ArmorWorks; (b) the issuance of the new equity  
25 of Reorganized ArmorWorks to Investor; (c) the election of directors, managers and  
26 officers in accordance with this Plan; (d) the adoption of the Reorganized Debtors'

1 organizational documents, which shall supersede the prior certificates of incorporation,  
2 articles of organization, limited liability company agreements, operating agreements, by-  
3 laws or other organizational documents, as appropriate, of each of the Reorganized  
4 Debtors; and (e) all actions as are necessary or appropriate to close or dismiss the Case.  
5 All such actions shall be deemed to have occurred and shall be in effect pursuant to  
6 applicable non-bankruptcy law and the Bankruptcy Code, without any requirement of  
7 further action by the members, stockholders, directors or managers of the Debtors, the  
8 Reorganized Debtors or any of their affiliates. On the Effective Date, the appropriate  
9 officers, directors, members and managers of the Debtors and the Reorganized Debtors  
10 are authorized and directed to execute and deliver the agreements, documents and  
11 instruments contemplated by this Plan in the name of and on behalf of the Debtors and/or  
12 the Reorganized Debtors, as applicable.

13       8.6 Organizational Documents. Any prepetition written or oral operating  
14 agreement applicable to ArmorWorks shall be deemed terminated and of no further force  
15 or effect as of the Effective Date, and, after contribution of the membership interests in  
16 AWE to AWI by the Investor pursuant to the terms of the Plan, AWI shall be entitled to  
17 file amended articles of organization for Reorganized ArmorWorks reflecting AWI's  
18 100% member interest in Reorganized ArmorWorks.

19       8.7 Post Confirmation Management of Debtors.

20               8.7.1 Perciballi. Perciballi will continue to direct and manage all of the  
21 day-to-day operations of the Debtors post-confirmation until the Effective Date.

22               8.7.2 Independent Debtor Representative. Until the Effective Date, the  
23 Independent Debtor Representative shall have and shall continue to exercise all of  
24 the powers and duties described in the Protocol and Protocol Order with respect to  
25 Non-Ordinary Course Transactions. On the Effective Date, the Independent  
26

1 Debtor Representative shall be discharged and released from any and all duties,  
2 obligations and responsibilities under the Protocol and the Protocol Order.

3 8.8 Post Effective Date Management of the Debtors. On the Effective Date, the  
4 existing Managers shall be deemed discharged and released from any and all duties,  
5 obligations and responsibilities, and the management, control and operation of each  
6 Reorganized Debtors shall become the general responsibility of the respective members,  
7 managers, board members and/or officers elected or appointed in accordance with  
8 applicable non-bankruptcy law. Subject to any requirement of Bankruptcy Court  
9 approval pursuant to section 1129(a)(5) of the Bankruptcy Code, the initial members and  
10 managers of each Reorganized Debtor shall be comprised of the individuals set forth on  
11 Schedule 8.8 to the Plan. Each such member and manager will serve from the Effective  
12 Date until his or her successor is duly elected or appointed and qualified or until his or  
13 her earlier death, resignation or removal in accordance with the terms of the certificate of  
14 incorporation and bylaws (or comparable constituent documents) of the respective  
15 Reorganized Debtor and state law.

16 8.9 Release of Liens. Except as otherwise provided in the Plan or in any  
17 contract, instrument, release or other agreement or document to be assumed, entered into  
18 or delivered in connection with the Plan, on the Effective Date and consistent with the  
19 treatment provided for Claims and Interests in Article 5 and 6, all liens on, in or against  
20 the Reorganized Debtors' Assets shall be fully released and discharged, and all of the  
21 right, title and interest of any holder of Liens, including any rights to any collateral  
22 thereunder, shall revert to the Reorganized Debtors and their successors and assigns, as  
23 applicable. As of the Effective Date, the Reorganized Debtors shall be authorized but not  
24 required to execute and file Form UCC-3 Termination Statements or such other forms as  
25 may be necessary or appropriate to implement the provisions of this Section 8.9.

26

1           8.10 No Successor Liability. The Reorganized Debtors and AWI are not, and  
2 shall not be, successors to the Debtors by reason of any theory of law or equity, and none  
3 shall have any successor or transferee liability of any kind or character, except that the  
4 Reorganized Debtors shall assume the obligations specified in the Plan and the  
5 Confirmation Order.

6           8.11 Effectuating Documents; Further Transactions. The Reorganized Debtors  
7 or their designees, as applicable, shall be authorized to (a) execute, deliver, file or record  
8 such contracts, instruments, releases and other agreements or documents and take such  
9 actions as may be necessary or appropriate to effectuate and implement the provisions of  
10 the Plan and (b) certify or attest to any of the foregoing actions.

11           8.12 Mutual Releases Relating to the C Squared Settlement.

12                   8.12.1 [DELETED].

13                   8.12.2 **The AWI Parties unconditionally and forever release and**  
14 **discharge the Debtors and the Reorganized Debtors, and/or any and/or all of**  
15 **their affiliates, members, investors, officers, directors, agents, servants,**  
16 **employees, attorneys, and persons in active concert or participation with**  
17 **them, in each case, from all disputes, controversies, suits, actions, causes of**  
18 **action, Claims, other claims, assessments, demands, expenses, debts, sums of**  
19 **money, damages, judgments, liabilities, liens and obligations of any kind**  
20 **whatsoever, upon any legal or equitable theory (whether contractual,**  
21 **common law, statutory, federal, state, local or otherwise), whether known or**  
22 **unknown, that the AWI Parties ever had, now have or hereafter can, shall or**  
23 **may have from the beginning of time, by reason of any matter, cause or thing**  
24 **whatsoever, relating to the AWI Parties' investment in and relationship with**  
25 **the Debtors from the beginning of time until the Effective Date; provided,**  
26 **however, that such release and discharge shall not be construed to prevent or**

1 preclude the AWI Parties from enforcing the rights and remedies afforded to  
2 them under the terms of the Plan or the C Squared Settlement.

3 8.12.3 The Debtors and the Reorganized Debtors unconditionally  
4 and forever release and discharge each of the C Squared Parties and the AWI  
5 Parties, and/or any and/or all of their affiliates, members, investors, officers,  
6 directors, agents, servants, employees, attorneys, and persons in active  
7 concert or participation with them, in each case, from all disputes,  
8 controversies, suits, actions, causes of action, Claims, other claims,  
9 assessments, demands, expenses, debts, sums of money, damages, judgments,  
10 liabilities, liens and obligations of any kind whatsoever, upon any legal or  
11 equitable theory (whether contractual, common law, statutory, federal, state,  
12 local or otherwise), whether known or unknown, that the Debtors or  
13 Reorganized Debtors ever had, now have or hereafter can, shall or may have  
14 from the beginning of time, by reason of any matter, cause or thing  
15 whatsoever, relating to the such parties' investment in and relationship with  
16 the Debtors from the beginning of time until the Effective Date.

17 8.12.4 Notwithstanding the injunctions and releases in this Plan and  
18 the Confirmation Order, nothing contained in this Plan, the Confirmation  
19 Order or any other document filed in these bankruptcy proceedings shall  
20 limit or release the Debtors', the Reorganized Debtors', the AWI Parties' or  
21 the C Squared Parties' obligations under this Plan, the Confirmation Order  
22 or the C Squared Settlement, as applicable.

23 **ARTICLE 9. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

24 9.1 Treatment of Executory Contracts and Unexpired Leases.

25 9.1.1 The Plan contemplates and hereby provides for the assumption  
26 and/or assignment, as of the Effective Date, pursuant to Section 365 of the

1 Bankruptcy Code, of any and all Executory Contracts and Unexpired Leases of the  
2 Debtors which are in force on the Effective Date, except (i) those Executory  
3 Contracts and Unexpired Leases which are specifically rejected pursuant to an  
4 order of the Bankruptcy Court prior to the Effective Date, and (ii) those Executory  
5 Contracts and Unexpired Leases listed on the Schedule of Rejected Contracts  
6 attached hereto (or on any amendment to the Schedule of Rejected Contracts filed  
7 on or before the Confirmation Date). The Debtors will reject the License  
8 Agreement between ArmorWorks and Perciballi for the licensing of certain  
9 intellectual property held or controlled by Perciballi. Pursuant to the transaction  
10 between the Investor and Perciballi and AWI, the intellectual property which is  
11 subject to the license will be contributed by Perciballi to ArmorWorks. Perciballi  
12 will not assert any claim against the Debtors for rejection of the license agreement.  
13 The Debtors, with the consent of the Plan Proponents, shall have the right, at any  
14 time prior to the Confirmation Date, to amend the Contract Schedules to provide  
15 for the assumption or rejection of an Executory Contract or Unexpired Lease  
16 pursuant to this Section 9.1.1.

17 9.1.2 The Confirmation Order (except as otherwise provided therein)  
18 shall constitute an order of the Bankruptcy Court pursuant to Section 365 of the  
19 Bankruptcy Code, effective as of the Effective Date, approving the assumptions,  
20 assignments and rejections hereunder. Each contract and lease assumed and/or  
21 assigned pursuant to Section 9.1.1 shall be assumed and/or assigned only to the  
22 extent that any such contract or lease constitutes an Executory Contract or  
23 Unexpired Lease. Assumption and/or assignment of a contract or lease pursuant  
24 to Section 9.1.1 shall not constitute an admission by the Debtors or the  
25 Reorganized Debtors, as applicable, that such contract or lease is an Executory  
26 Contract or Unexpired Lease or that the Debtors or the Reorganized Debtors, as

1 applicable, have any liability thereunder. All Executory Contracts and Unexpired  
2 Leases that are assumed and/or assigned will be assumed and/or assigned under  
3 their present terms or upon such terms as are agreed to in writing between the  
4 applicable Debtor and the counterparty to such contract or lease, with the consent  
5 of the Plan Proponents.

6 9.2 Cure of Defaults for Assumed Contracts and Leases. The Schedule of  
7 Assumed Contracts will identify, with respect to each Executory Contract and Unexpired  
8 Lease to be assumed and/or assigned, the relevant Cure Amount for each Executory  
9 Contract or Unexpired Lease. The Debtors will serve the Schedule of Assumed Contracts  
10 on the non-Debtor counterparties to each such Executory Contract or Unexpired Lease  
11 prior to the Confirmation Hearing. Each such counterparty shall have until the earlier of:  
12 (a) the date that is five (5) Business Days prior to the Confirmation Hearing; or (b) thirty  
13 (30) days from the date of service of the Schedule of Assumed Contracts to file an  
14 objection to the assumption and/or assignment of their Executory Contract or Unexpired  
15 Lease (whether the objection relates to the Cure Amount or otherwise). If any objections  
16 are filed and cannot be resolved by agreement, the Bankruptcy Court shall hold a hearing  
17 to determine the Cure Amount with respect to such Executory Contract or Unexpired  
18 Lease or to otherwise resolve the objection, which hearing may be the Confirmation  
19 Hearing. Any party failing to object to the assumption and/or assignment of their  
20 Executory Contract or Unexpired Lease as set forth above shall be forever barred from  
21 asserting, collecting or seeking to collect from the Debtors or the Reorganized Debtors  
22 any amounts in excess of the Cure Amount or from otherwise objecting to the assumption  
23 and/or assignment of such Executory Contract or Unexpired Lease. Notwithstanding the  
24 foregoing, or anything else in this Article 9, with respect to any Executory Contract or  
25 Unexpired Lease which is the subject of an objection, the Reorganized Debtors shall  
26 retain the right, until five (5) Business Days following any order resolving such objection

1 having become a Final Order, to reject such Executory Contract or Unexpired Lease by  
2 amending the Contract Schedules. Within ten (10) days of the later of the Effective Date  
3 or the date that an order of the Bankruptcy Court establishing the Cure Amount of such  
4 Executory Contract or Unexpired Lease becomes a Final Order, or as otherwise agreed  
5 with the counterparty to each Executory Contract or Unexpired Lease, the Reorganized  
6 Debtors shall pay the Cure Amounts to the non-Debtor parties to such Executory  
7 Contracts and Unexpired Leases being assumed and/or assigned.

8       9.3 Bar Date for Claims for Rejection Damages. Notwithstanding any other  
9 provision in this Plan or prior notice of any kind from the clerk of the Bankruptcy Court,  
10 any and all Creditors or persons with Claims against the Debtors' Estate arising out of or  
11 in connection with or due to the rejection of an Executory Contract or Unexpired Lease  
12 pursuant to the Plan shall have thirty (30) days from the earlier of: (i) the Effective Date,  
13 or (ii) the entry of an order of the Bankruptcy Court rejecting such Executory Contract or  
14 Unexpired Lease, within which to file a proof of claim in the true amount of such Claim.  
15 If any such Creditor fails to file a proof of claim within said thirty (30) day period, then  
16 such Creditor shall have no Claim against the Debtors, their Estates or the Reorganized  
17 Debtors, which Claims arising out of or in connection with or due to the rejection of such  
18 Executory Contract or Unexpired Lease, shall be dismissed, released and null and void.

19       9.4 Treatment of Rejection Claims.

20       9.4.1 Any Person, Entity or Governmental Unit whose Claim arises  
21 from the rejection of an Executory Contract or Unexpired Lease shall, to the extent  
22 such Claim becomes an Allowed Claim, have the rights of a Claimant in Class 4 or  
23 5, as applicable with respect thereto.

24       9.4.2 Any claim filed in accordance with the provisions of Article 9  
25 hereof shall be treated as a Disputed Claim until the period of time has elapsed for  
26 filing an objection to such Claim.



1           9.5   Executory Contracts and Unexpired Leases Entered Into and Other  
2 Obligations Incurred After the Petition Date. On the Effective Date, all contracts, leases,  
3 and other agreements entered into by any or all of the Debtors on or after the Petition  
4 Date, which agreements have not been terminated in accordance with their terms on or  
5 before the Effective Date, shall be deemed assumed and assigned to the Reorganized  
6 Debtors.

7   **ARTICLE 10. RETENTION OF JURISDICTION**

8           10.1 Notwithstanding the entry of the Confirmation Order or the occurrence of  
9 Effective Date, the Bankruptcy Court shall retain jurisdiction over this Case and any  
10 proceedings related thereto to the fullest extent permitted by the Bankruptcy Code or  
11 applicable law, and to make such orders as are necessary or appropriate to carry out the  
12 provisions of this Plan.

13           10.2 In addition, the Bankruptcy Court shall retain jurisdiction to implement the  
14 provisions of the Plan in the manner as provided under Section 1142 of the Bankruptcy  
15 Code. If the Bankruptcy Court abstains from exercising, or declines to exercise  
16 jurisdiction, or is otherwise without jurisdiction over any matter set forth in this Section,  
17 or if the Debtors elect to bring an action or proceeding in any other forum, then this  
18 Section shall have no effect upon and shall not control, prohibit or limit the exercise of  
19 jurisdiction by any other court, public authority, or commission having competent  
20 jurisdiction over such matters.

21           10.3 Without limiting the foregoing, the Bankruptcy Court shall retain  
22 jurisdiction of the Case for the following matters:

23                   10.3.1 To enable the Debtors to consummate any and all proceedings  
24 which may have been brought before or after the entry of the Confirmation Order,  
25 to set aside Liens or encumbrances, to challenge or object to the allowance of  
26 Claims and to recover any preferences, transfers, assets or damages to which a

1 Debtor may be entitled under the applicable provisions of the Code or other  
2 federal, state or local law;

3 10.3.2 To adjudicate all controversies concerning the classification or  
4 allowance of a Claim or Equity Security;

5 10.3.3 To adjudicate all disputes regarding or relating in any way to  
6 Claims, Equity Security, and the Plan;

7 10.3.4 To hear and determine all claims or motions arising from or  
8 seeking the assumption and/or assignment or rejection of any Executory Contracts  
9 or Unexpired Leases, and to consummate the rejection and termination thereof or  
10 with respect to any Executory Contracts or Unexpired Leases to which an  
11 application or motion for rejection or termination is filed before entry of the  
12 Confirmation Order;

13 10.3.5 To liquidate damages in connection with any disputed,  
14 contingent or unliquidated Claims;

15 10.3.6 To adjudicate all claims to a security or ownership interest in  
16 any property of the Debtors or in any proceeds thereof, including the adjudication  
17 of all claims asserted by Creditors and Holders of Equity Security;

18 10.3.7 To adjudicate all claims or controversies arising out of any  
19 purchases, sales, or contracts made or undertaken by the Debtors during the  
20 pendency of the Proceedings;

21 10.3.8 To adjudicate, determine and resolve any and all adversary  
22 proceedings, applications, motions, and contested or litigated matters, instituted  
23 before the closing of the Case;

24 10.3.9 To recover all Assets and properties of the Debtors, wherever  
25 located;  
26

1           10.3.10 To adjudicate and determine any cause of action provided for  
2 under the Plan or pursuant to the Confirmation Order;

3           10.3.11 To make orders as are necessary or appropriate to carry out the  
4 provisions of the Plan, or in aid of confirmation and consummation of the Plan;

5           10.3.12 To hear and determine any application to modify the Plan in  
6 accordance with Section 1127 of the Bankruptcy Code, to remedy any defect or  
7 omission, or reconcile any inconsistency in the Plan, the Disclosure Statement or  
8 any Order of the Bankruptcy Court, including the Confirmation Order, in such a  
9 manner as may be necessary to carry out the purposes and effects hereof;

10           10.3.13 To hear and determine all matters concerning state, local and  
11 federal taxes in accordance with Sections 346, 505 and 1146 of the Bankruptcy  
12 Code;

13           10.3.14 To determine any and all applications, adversary proceedings,  
14 and contested or litigated matters properly before the Bankruptcy Court before or  
15 after the Confirmation Date;

16           10.3.15 To hear and determine all controversies, suits and disputes, if  
17 any, as may arise with regard to orders of the Bankruptcy Court in the Case  
18 entered on or before the Confirmation Date; and

19           10.3.16 To enter an Order closing the Case.

20 **ARTICLE 11. PROCEDURES FOR RESOLVING DISPUTED CLAIMS**

21           11.1 Objections to Claims. Only the Debtors and Reorganized Debtors shall be  
22 entitled to object to Claims. Any objections to Claims shall be served and filed on or  
23 before the later of: (i) sixty (60) days after the Effective Date; (ii) thirty (30) days after a  
24 request for payment or proof of Claim is timely filed and properly served; or (iii) such  
25 other date as may be fixed by the Bankruptcy Court, whether before or after the dates  
26 specified in subsections (i) and (ii) herein. Notwithstanding any authority to the contrary,

1 an objection to a Claim shall be deemed properly served on the Creditor if service is  
2 effected in any of the following manners: (a) in accordance with Federal Rule of Civil  
3 Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) by first  
4 class mail, postage prepaid, on any counsel that has appeared on the Creditor's behalf in  
5 the Cases; or (c) by first class mail, postage prepaid, on the signatory on the proof of  
6 Claim or other representative identified in the proof of Claim or any attachment thereto.

7 11.2 Payments and Distributions with Respect to Disputed Claims.

8 Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed  
9 Claim, no payment or distribution provided hereunder shall be made on account of such  
10 Claim unless and until such Disputed Claim becomes an Allowed Claim.

11 11.3 Distributions After Allowance. After such time as a Disputed Claim

12 becomes an Allowed Claim, the Debtors shall distribute to the holder thereof the  
13 distributions, if any, to which such holder is then entitled under the Plan in accordance  
14 with the provisions hereof. In respect of Disputed Claims such distributions shall be  
15 made within fifteen (15) days after such Disputed Claims become Allowed Claims by  
16 Final Order of the Bankruptcy Court or as soon thereafter as practicable.

17 **ARTICLE 12. PROVISIONS CONCERNING DISTRIBUTION**

18 12.1 Time of Distributions Under the Plan. Payments and distributions to be

19 made on or after the Effective Date pursuant to the Plan shall be made on such date, or as  
20 soon as practicable thereafter, except as otherwise provided for in the Plan, or as may be  
21 ordered by the Court, or as may be agreed to by the Debtors or Reorganized Debtors, as  
22 applicable, and the Holder of the Claim or Member Equity Interest.

23 12.2 Payment Dates. Whenever any payment or distribution to be made under

24 the Plan shall be due on a day other than a Business Day, such payment or distribution  
25 shall instead be made, without interest, on the next Business Day, or as soon as  
26

1 practicable thereafter, or as may be agreed to by the Debtors and the holder of the Claim  
2 or Member Equity Interest.

3       12.3 Manner of Payments Under the Plan. Cash payments made pursuant to the  
4 Plan shall be made in the currency of the United States, by check drawn on a domestic  
5 bank or by wire transfer from a domestic bank. Distributions to all holders of Allowed  
6 Claims and Member Equity Interests shall be made (a) at the addresses set forth in the  
7 proof of claim filed by such holders (or at last known addresses of such holders if no  
8 proofs of claims were filed or the Debtors were notified of a change of address); or (b) at  
9 the addresses set forth in any written notices of address change delivered to the Debtors  
10 or the Bankruptcy Court; or (c) at the addresses reflected in the Debtors' schedules if no  
11 claim shall have been filed and no written notice of an address change has been received  
12 by the Debtors. No payments shall be made to a holder of a Disputed Claim unless and  
13 until such Claim becomes an Allowed Claim by a Final Order.

14       12.4 Fractional Cents. Any other provision of the Plan to the contrary  
15 notwithstanding, no payments of fractions of cents will be made. Whenever any payment  
16 of a fraction of a cent would otherwise be called for, the actual payment shall reflect a  
17 rounding of such fraction to the nearest whole cent (rounding down in the case of .5).

18       12.5 Non-Negotiated Checks. If a Holder of an Allowed Claim, or any other  
19 claim or interest fails to negotiate a check issued to such Holder under the Plan within  
20 sixty (60) days of the date such check was issued by the Reorganized Debtors, then the  
21 amount of Cash or other property attributable to such check shall be deemed to be  
22 "Unclaimed Distributions," and the payee of such check shall be deemed to have no  
23 further Claim or future Claim against the Debtors or the Reorganized Debtors.

24       12.6 Unclaimed Distributions. In the event any payment to a holder of a Claim  
25 under the Plan remains unclaimed for a period of sixty (60) days after such distribution  
26 has been made (or after such delivery has been attempted), such Unclaimed Distribution

1 and all future distributions to be made to such holders shall be deemed forfeited by such  
2 holder.

3       12.7 Disputed Payments or Distributions. In the event of any dispute between  
4 and among Claimants (including the Entity or Entities asserting the right to receive the  
5 disputed payment or distribution) as to the right of any Entity to receive or retain any  
6 payment or distribution to be made to such Entity under the Plan, the Reorganized  
7 Debtors may, in lieu of making such payment or distribution to such Entity, make it  
8 instead into an escrow account or to a disbursing agent, for payment or distribution as  
9 ordered by a court of competent jurisdiction or as the interested parties to such dispute  
10 may otherwise agree among themselves.

### 11 **ARTICLE 13. EFFECT OF CONFIRMATION OF PLAN**

12       13.1 Discharge. Any liability imposed by the Plan will not be discharged. If  
13 Confirmation of this Plan and/or the conditions precedent to the effectiveness of the Plan  
14 are not satisfied, the Plan shall be deemed null and void. In such event, nothing  
15 contained in this Plan shall be deemed to constitute a waiver or release of any claims  
16 against the Debtors or their Estates or any other Persons, or to prejudice in any manner  
17 the rights of the Debtors, their Estates, and/or any Person in any further proceeding  
18 involving the Debtors, their Estates and/or any Person. The provisions of this Plan shall  
19 be binding upon the Debtors, all Creditors and all Member Equity Interest holders,  
20 regardless of whether such Claims or Member Equity Interest holders are impaired or  
21 whether such parties accept this Plan, upon Confirmation thereof.

22       13.2 Modification of Plan. Except as provided in Section 15.2.4 of the Plan, the  
23 Plan Proponents may modify the Plan at any time before Confirmation. However, the  
24 Bankruptcy Court may require a new Disclosure Statement or re-voting on the Plan if the  
25 Plan Proponents materially modify the Plan before Confirmation. Except as provided in  
26 Section 15.2.4 of the Plan, the Plan Proponents may also seek to modify the Plan at any

1 time after Confirmation so long as (a) the Plan has not been substantially consummated,  
2 and (b) the Bankruptcy Court authorizes the proposed modification after notice and a  
3 hearing. After Confirmation, the Plan Proponents may, upon Order from the Bankruptcy  
4 Court, in accordance with Section 1127(b) of the Bankruptcy Code, remedy any defect or  
5 omission or reconcile any inconsistency in this Plan in such manner as may be necessary  
6 to carry out the purpose of this Plan.

7       13.3 Post-Confirmation Quarterly Fees. Quarterly fees pursuant to 28 U.S.C.  
8 Section 1930(a)(6) continue to be payable to the Office of the United States Trustee by  
9 the Reorganized Debtors until such time as the Case is converted, dismissed, or closed  
10 pursuant to a final decree.

11       13.4 Retention of Claims and Causes of Action. Except to the extent any rights,  
12 claims, causes of action, defenses, and counterclaims are expressly and specifically  
13 released or assigned in connection with this Plan or in any settlement agreement  
14 approved during the Case: (i) any and all Claims accruing to the Debtors or the Estates  
15 shall remain assets of and vest in the Reorganized Debtors whether or not litigation  
16 relating thereto is pending on the Effective Date, and whether or not any such Claims  
17 have been listed or referred to in the Plan, the Disclosure Statement, or any other  
18 document filed with the Bankruptcy Court, and (ii) neither the Debtors nor the Estate  
19 waive, release, relinquish, forfeit, or abandon (nor shall they be estopped or otherwise  
20 precluded or impaired from asserting) any Claims or defenses that constitute property of  
21 the Debtors or the Estates: (a) whether or not such Claims or defenses have been listed or  
22 referred to in this Plan, the Disclosure Statement, or any other document filed with the  
23 Bankruptcy Court, (b) whether or not such Claims are currently known to the Debtors,  
24 and (c) whether or not a defendant in any litigation relating to such Claims filed a proof  
25 of claim in the Case, filed a notice of appearance or any other pleading or notice in the  
26 Case, voted for or against this Plan, or received or retained any consideration under this

1 Plan. Without in any manner limiting the scope of the foregoing, notwithstanding any  
2 otherwise applicable principle of law or equity, including, without limitation, any  
3 principles of judicial estoppel, res judicata, collateral estoppel, issue preclusion, or any  
4 similar doctrine, the failure to list, disclose, describe, identify, analyze or refer to any  
5 Claim or cause of action, in the Plan, the Disclosure Statement, or any other document  
6 filed with the Bankruptcy Court shall in no manner waive, eliminate, modify, release, or  
7 alter the Debtors' right to commence, prosecute, defend against, settle, recover on  
8 account of, and realize upon any Claim that the Debtors or their Estates have or may have  
9 as of the Effective Date.

10 Except to the extent any rights, claims, causes of action, defenses, and  
11 counterclaims are expressly and specifically released or assigned in connection with this  
12 Plan or in any settlement agreement approved during the Case, the Debtors and  
13 Reorganized Debtors, as applicable, expressly reserve all Claims and defenses for later  
14 adjudication by the Reorganized Debtors and therefore, no preclusion doctrine, including  
15 the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion,  
16 waiver, estoppel (judicial, equitable or otherwise) or laches will apply to such Claims and  
17 defenses upon or after the Confirmation or Consummation of the Plan based on the  
18 Disclosure Statement, the Plan, and/or the Confirmation Order. In addition, the Debtors  
19 and Reorganized Debtors, as applicable, expressly reserve the right to pursue or adopt  
20 Claims that are alleged in any lawsuits in which the Debtors are a defendant or an  
21 interested party, against any Person or Governmental Entity, including the plaintiffs or  
22 co-defendants in such lawsuits. Any Person or Governmental Entity to whom the  
23 Debtors have incurred an obligation (whether on account of services, purchase, sale of  
24 goods or otherwise), or who has received services from the Debtors, or who has received  
25 money or property from the Debtors, or who has transacted business with the Debtors, or  
26 who has leased equipment or property from or to the Debtors should assume that such



1 obligation, receipt, transfer or transaction may be reviewed by the Debtors and  
2 Reorganized Debtors, as applicable, subsequent to the Effective Date and maybe the  
3 subject of an action after the Effective Date, whether or not: (a) such Person or  
4 Governmental Unit has Filed a proof of Claim against the Debtors in the Case; (b) such  
5 Person's or Governmental Unit's proof of Claim has been objected to by the Debtors; (c)  
6 such Person's or Governmental Unit's Claim was included in the Debtors' Schedules; or  
7 (d) such Person's or Governmental Unit's scheduled Claim has been objected to by the  
8 Debtors or has been identified by the Debtors as contingent, unliquidated or disputed.

9       13.5 NO WAIVER OF CLAIMS. NEITHER THE FAILURE TO LIST A  
10 CLAIM IN THE SCHEDULES FILED BY THE DEBTORS, THE FAILURE OF THE  
11 DEBTORS OR ANY OTHER PERSON TO OBJECT TO ANY CLAIM FOR  
12 PURPOSES OF VOTING, THE FAILURE OF THE DEBTORS OR ANY OTHER  
13 PERSON TO OBJECT TO A CLAIM OR ADMINISTRATIVE EXPENSE BEFORE  
14 CONFIRMATION OR THE EFFECTIVE DATE, THE FAILURE OF ANY PERSON  
15 TO ASSERT A CLAIM OR CAUSE OF ACTION BEFORE CONFIRMATION OR  
16 THE EFFECTIVE DATE, THE ABSENCE OF A PROOF OF CLAIM HAVING BEEN  
17 FILED WITH RESPECT TO A CLAIM, NOR ANY ACTION OR INACTION OF THE  
18 DEBTORS OR ANY OTHER PERSON WITH RESPECT TO A CLAIM, OR  
19 ADMINISTRATIVE EXPENSE, OTHER THAN A LEGALLY EFFECTIVE EXPRESS  
20 WAIVER OR RELEASE SHALL BE DEEMED A WAIVER OR RELEASE OF THE  
21 RIGHT OF THE DEBTORS, BEFORE OR AFTER SOLICITATION OF VOTES ON  
22 THE PLAN OR BEFORE OR AFTER CONFIRMATION OR THE EFFECTIVE DATE  
23 TO (A) OBJECT TO OR EXAMINE SUCH CLAIM OR ADMINISTRATIVE  
24 EXPENSE, IN WHOLE OR IN PART OR (B) RETAIN AND EITHER ASSIGN OR  
25 EXCLUSIVELY ASSERT, PURSUE, PROSECUTE, UTILIZE, OTHERWISE ACT OR  
26

1 OTHERWISE ENFORCE ANY CLAIM OR CAUSE OF ACTION AGAINST THE  
2 HOLDER OF ANY SUCH CLAIM.

3 **ARTICLE 14. GENERAL PROVISIONS**

4 14.1 Notices Under the Plan. Notices, requests, or demands with respect to this  
5 Plan shall be in writing and shall be deemed to have been received within five (5) days of  
6 the date of mailing, provided they are sent by registered mail or certified mail, postage  
7 prepaid, return receipt requested, and:

8 if sent to the Debtors or Reorganized Debtors, addressed to:

9 GALLAGHER & KENNEDY, P.A.  
10 John R. Clemency  
11 Todd A. Burgess  
12 2575 East Camelback Road  
13 Phoenix, Arizona 85016-9225  
14 Facsimile: (602) 530-8500  
15 Email: john.clemency@gknet.com  
16 todd.burgess@gknet.com

17 if sent to AWI or Perciballi, addressed to:

18 QUARLES & BRADY, LLP  
19 Susan G. Boswell  
20 Lori Winkelman  
21 One South Church Avenue, Suite 1700  
22 Tucson, Arizona 85701-1621  
23 Email: Susan.Boswell@quarles.com  
24 Lori.Winkelman@quarles.com

25 14.2 Withholding Taxes/Setoffs. The Reorganized Debtors shall be entitled to  
26 deduct any Federal or State withholding taxes from any payments with respect to  
Allowed Claims for wages of any kind. The Reorganized Debtors may, but shall not be  
required to, set off or recoup against any Claim, and the payments to be made pursuant to  
the Plan in respect of such Claim, any claims of any nature whatsoever the Debtors or the  
Estates may have against the holder of such Claim, but neither the failure to do so nor the  
allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or  
Reorganized Debtors, as applicable, of any such claim the Debtors may have against such

1 holder.

2 14.3 Committee. On the Effective Date, the Committee shall automatically  
3 dissolve and the members thereof and the Professional Persons retained by the  
4 Committee in accordance with Section 1103 of the Bankruptcy Code shall be released  
5 and discharged from their respective duties and obligations.

6 14.4 Headings. The headings used in this Plan are inserted for convenience only  
7 and neither shall constitute a portion of this Plan nor in any manner affect the provisions  
8 of this Plan.

9 14.5 Unenforceability. Should any provision in this Plan be determined to be  
10 unenforceable, such determination shall in no way limit or affect the enforceability and  
11 operative effect of any and all other provisions of this Plan.

12 14.6 Certain Terminations. On the Effective Date, all instruments evidencing  
13 indebtedness of the Debtors discharged by the Plan shall be deemed canceled, unless this  
14 Plan provides for the retention of liens.

15 14.7 Governing Law. Except to the extent that the Bankruptcy Code is  
16 applicable, the rights and obligations arising under this Plan shall be governed by, and  
17 construed and enforced in accordance with, the internal laws of the State of Arizona  
18 without regard to its conflicts of law principles.

19 14.8 Liquidated and/or Disputed Claims. The Bankruptcy Court shall fix or  
20 liquidate the amount of any contingent and/or disputed Claim pursuant to Section 502 of  
21 the Bankruptcy Code. The amount so fixed shall be deemed the amount of such  
22 contingent Claim for purposes of this Plan. In lieu thereof, the Bankruptcy Court may  
23 determine the amount to be reserved for such contingent Claim, which amount shall be  
24 the maximum amount which the holder of such contingent Claim shall be entitled to  
25 receive under this Plan if such contingent Claim is allowed in whole or in part.

26

1           14.9 Revocation of Plan. The Plan Proponents reserve the right to revoke and  
2 withdraw this Plan at any time before Confirmation.

3           14.10 Reservation of Rights. Nothing contained herein shall prohibit the Debtors  
4 from prosecuting or defending any of its rights as may exist on its own behalf before the  
5 Effective Date. If Confirmation of the Plan does not occur, the Plan shall be deemed null  
6 and void. In such event, nothing contained in the Plan shall be deemed to constitute a  
7 waiver or release of any Claims by or against the Debtors, their Estates, or any other  
8 Person, or to prejudice in any manner, the rights and remedies of the creditors, the  
9 Debtors, their Estates, or any Person in any further proceedings involving the Debtors or  
10 their Estate. The filing of the Plan and or any modifications hereto, and the Plan itself  
11 shall not constitute a waiver by the Plan Proponents of any rights, remedies, objections,  
12 or causes of action they may have or may wish to raise with respect to anything,  
13 including, without limitation, any other plan or plans filed or to be filed in this  
14 bankruptcy case, all of which rights and objections are hereby reserved.

15           14.11 Exemption from Certain Transfer Taxes. Pursuant to Section 1146(a) of  
16 the Bankruptcy Code, the issuance, transfer or exchange of a security, or the making or  
17 delivery of an instrument of transfer hereunder will not be subject to any stamp, tax, or  
18 similar tax.

19           14.12 Injunction. Except as otherwise provided in the Plan or the Confirmation  
20 Order, and except for any actions timely filed pursuant to Section 523 of the Bankruptcy  
21 Code or any Claims declared by the Bankruptcy Court to be non-dischargeable pursuant  
22 to Section 523 of the Bankruptcy Code, as of the Confirmation Date, but subject to the  
23 occurrence of the Effective Date, all Persons who have held, hold or may hold Claims  
24 against the Debtors or their Estates, or Member Equity Interests in the Debtors, are, with  
25 respect to any such Claims or Member Equity Interests, permanently enjoined from and  
26 after the Confirmation Date from: (i) commencing, conducting or continuing in any

1 manner, directly or indirectly, any suit, action or other proceeding of any kind (including,  
2 without limitation, any proceeding in a judicial, arbitral, administrative or other forum)  
3 with respect to any such Claim against or affecting the Debtors, their Estates or any of  
4 their respective property, or any direct or indirect transferee of any property of, or direct  
5 or indirect successor in interest to, any of the foregoing Persons, or any property of any  
6 such transferee or successor; (ii) enforcing, levying, attaching (including, without  
7 limitation, any pre-judgment attachment), collecting or otherwise recovering by any  
8 manner or means, whether directly or indirectly, with respect to any judgment, award,  
9 decree or order against the Debtors, their Estates or any of their respective property, or  
10 any direct or indirect transferee of any property of, or direct or indirect successor in  
11 interest to, any of the foregoing Persons, or any property of any such transferee or  
12 successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or  
13 indirectly, any encumbrance of any kind against the Debtors, their Estates or any of their  
14 respective property, or any direct or indirect transferee of any property of, or successor in  
15 interest to, any of the foregoing Persons; (iv) asserting initially after the Effective Date  
16 any right of setoff, subrogation, or recoupment of any kind, directly or indirectly, against  
17 any obligation due to the Debtors, their Estates or any of their respective property, or any  
18 direct or indirect transferee of any property of, or successor in interest to, any of the  
19 foregoing Persons; and (v) acting or proceeding in any manner, in any place whatsoever,  
20 that does not conform to or comply with the provisions of the Plan to the full extent  
21 permitted by applicable law. By accepting a distribution pursuant to the Plan, each  
22 holder of an Allowed Claim receiving distributions pursuant to the Plan will be deemed  
23 to have specifically consented to the injunctions set forth in this section, and, except as  
24 set forth in this Section, waives any and all claims, causes of action, remedies and  
25 objections of every kind against the Debtors.

26

1           14.13 Term of Injunctions or Stays. Unless otherwise provided, all injunctions or  
2 stays arising before the Confirmation Date in accordance with Sections 105 or 362 of the  
3 Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain  
4 in full force and effect until the Effective Date, or such later date as provided under  
5 applicable law. For the avoidance of doubt, this Section 14.13 does not apply to the  
6 permanent injunction set forth in Section 14.12 of the Plan.

7           14.14 Injunction Against Interference With Plan. Upon the entry of the  
8 Confirmation Order, all holders of Claims and Member Equity Interests and other parties  
9 in interest, including the Debtors, along with its respective present or former employees,  
10 agents, officers, directors, or principals, shall be enjoined from taking any actions to  
11 interfere with the implementation or consummation of the Plan.

12           14.15 Exculpation. Except with respect to obligations under the Plan, neither the  
13 Debtors, AWI, the Committee, the Independent Debtor Representative, Odyssey Capital  
14 Group, LLC, Investor, nor any of their respective Representatives, all solely in their  
15 capacity as such (each an “Exculpated Party”), shall have or incur any liability to the  
16 Debtors for any act or omission in connection with, or arising out of: (i) the Case; (ii) the  
17 confirmation of the Plan; (iii) the consummation of the Plan; or (iv) the administration of  
18 the Plan or property to be distributed pursuant to the Plan, except for fraud, willful  
19 misconduct, recklessness or gross negligence; and, in all respects, each Exculpated Party  
20 shall be entitled to rely upon the advice of counsel with respect to their duties and  
21 responsibilities under the Plan.

22           14.16 Successors and Assigns. The rights and obligations of any Entity named or  
23 referred to in the Plan shall be binding upon and shall inure to the benefit of, the  
24 predecessors, successors, assigns and agents of such Entity.

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1 **ARTICLE 15. CONDITIONS PRECEDENT TO CONFIRMATION AND THE**  
2 **EFFECTIVENESS OF PLAN**

3 15.1 Conditions to Confirmation. The following shall be conditions to  
4 Confirmation unless such conditions shall have been duly waived:

5 15.1.1 The Confirmation Order has been entered in form and substance  
6 reasonably acceptable to the Plan Proponents and Investor. This condition  
7 precedent may be waived only by unanimous agreement of the Plan Proponents  
8 and Investor. If the Plan Proponents and Investor are unable to reach an  
9 agreement with any party regarding the form and substance of the Confirmation  
10 Order, the Bankruptcy Court will resolve all such disputes between the parties;  
11 and

12 15.1.2 All documents necessary to the implementation of the Plan shall  
13 be in form and substance reasonably satisfactory to the Plan Proponents and  
14 Investor. This condition precedent may be waived only by unanimous agreement  
15 of the Plan Proponents and Investor.

16 15.2 Conditions to the Effective Date. The following shall be conditions to the  
17 occurrence of the Effective Date unless such conditions shall have been duly waived as  
18 provided below:

19 15.2.1 The Confirmation Order in form and substance acceptable to the  
20 Plan Proponents and Investor shall have become a Final Order, except that the  
21 Plan Proponents reserve the right to cause the Effective Date to occur  
22 notwithstanding the pendency of an appeal of the Confirmation Order. This  
23 condition precedent may be waived only by unanimous agreement of the Plan  
24 Proponents and Investor.

25 15.2.2 The Plan and all documents necessary to implement the Plan shall  
26 be in form and substance reasonably satisfactory to the Plan Proponents and  
Investor, and shall have been executed and delivered to the applicable parties.

1 This condition precedent may be waived only by unanimous agreement of the Plan  
2 Proponents and Investor.

3 15.2.3 ArmorWorks shall have unconditionally and irrevocably received  
4 the Plan Contributions from Investor and Perciballi in accordance with Article 8.2  
5 of the Plan. This condition precedent may be waived only by unanimous  
6 agreement of the Plan Proponents, Perciballi and Investor.

7 15.2.4 Written acknowledgement by the C Squared Parties that they have  
8 received the C Squared Settlement Amount is a condition precedent to the  
9 effectiveness of the Plan. The foregoing condition precedent is waiveable only  
10 with the express prior written consent of the C Squared Parties. Despite any  
11 provision of the Bankruptcy Code to the contrary, including but not limited to §  
12 1127, the Plan Proponents affirmatively waive the right to modify the Plan to  
13 remove, edit or modify this condition precedent. Notwithstanding the foregoing,  
14 in the event that the Bankruptcy Court authorizes the removal, edit or modification  
15 of this condition precedent without the C Squared Parties' prior written consent,  
16 the Plan Proponents acknowledge and agree that the removal, edit or modification  
17 of this condition precedent without the C Squared Parties' written consent would  
18 constitute a material modification of the Plan mandating an amended disclosure  
19 statement and re-balloting of the Plan.

20 15.3 Absence of Waiver or Satisfaction Conditions. In the event all conditions  
21 to the effectiveness of the Plan are not satisfied, or waived in accordance with the  
22 foregoing provisions, the Plan shall be deemed null and void without any further action  
23 of the Bankruptcy Court. In such event, nothing contained in this Plan shall be deemed to  
24 constitute a waiver or release of any claims by or against the Debtors, their Estates, or  
25 any other Persons, or to prejudice in any manner the rights of the Debtors, their Estates,  
26



1 or any other Persons in any further proceeding in the Bankruptcy Court or any other court  
2 or proceeding.

3  
4 Dated: June 17, 2014

5 **ARMORWORKS ENTERPRISES, LLC**, an Arizona limited liability  
6 company

7 By and through:  
8 WILLIAM J. PERCIBALLI

9 By: /s/William J. Perciballi  
10 Name: William J. Perciballi  
11 Its: Authorized Representative

12  
13 **ARMORWORKS, INC.**

14  
15 By: /s/William J. Perciballi  
16 Name: William J. Perciballi  
17 Its: Authorized Representative

**TECHFIBER, LLC**, a Delaware limited  
liability company by:

ARMORWORKS ENTERPRISES, LLC,  
an Arizona limited liability company, its  
sole Member

By and through:  
WILLIAM J. PERCIBALLI

By: /s/William J. Perciballi  
Name: William J. Perciballi  
Its: Authorized Representative

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WILLIAM J. PERCIBALLI

/s/William J. Perciballi

1 Prepared and submitted on behalf of the Debtors by:

2 GALLAGHER & KENNEDY, P.A.

3

4 By: /s/Todd A. Burgess (019013)

5 John R. Clemency  
6 Todd A. Burgess  
7 2575 East Camelback Road  
8 Phoenix, Arizona 85016-9225  
9 Telephone: (602) 530-8000  
10 Facsimile: (602) 530-8500  
11 Email: john.clemency@gknet.com  
12 todd.burgess@gknet.com

9

10 Prepared and submitted on behalf of ArmorWorks, Inc. and William J. Perciballi by:

11 QUARLES & BRADY, L.L.P.

12

13 By: /s/Susan G. Boswell (with permission)

14 Susan G. Boswell  
15 Lori Winkelman  
16 One South Church Avenue, Suite 1700  
17 Tucson, Arizona 85701-1621  
18 Direct Line: (520) 770-8713  
19 Direct Fax: (520) 770-2222  
20 Mobile: (520) 349-6644  
21 Email: Susan.Boswell@quarles.com  
22 Lori.Winkelman@quarles.com

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**SCHEDULE 8.8**

**(MEMBERS AND MANAGERS OF THE REORGANIZED DEBTORS)**

ArmorWorks:

Sole Member: AWI

Managers: Perciballi and one or more persons appointed by Investor

TechFiber:

Sole Member and Manager: ArmorWorks

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**SCHEDULE 9.1(a)**  
**(SCHEDULE OF REJECTED CONTRACTS)**

**SCHEDULE 9.1(b)**  
**(SCHEDULE OF ASSUMED CONTRACTS)**

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