

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6984499

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CENTRAL LAKE ARMOR EXPRESS, INC.	09/21/2020
RECEIVING PARTY DATA	
Name:	CIBC BANK USA
Street Address:	70 WEST MADISON STREET, SUITE 200
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	10123592
Patent Number:	9351543
Patent Number:	9241547
Patent Number:	8572762
Application Number:	15629224
Application Number:	15857813
Application Number:	15857993
Application Number:	12622982
Application Number:	13032610
Application Number:	13038382
CORRESPONDENCE DATA	
Fax Number:	(202)906-8669
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	202.906.8618
Email:	tm@dykema.com
Correspondent Name:	ERIC T. FINGERHUT
Address Line 1:	1301 K STREET, N.W., SUITE 1100 WEST
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	104085-0537

NAME OF SUBMITTER:	ERIC T. FINGERHUT
SIGNATURE:	/eric t. fingerhut/
DATE SIGNED:	10/22/2021
Total Attachments: 9 source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page1.tif source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page2.tif source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page3.tif source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page4.tif source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page5.tif source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page6.tif source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page7.tif source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page8.tif source=Patent Security Agreement (Central Lake Armor Express, Inc. to CIBC Bank USA)#page9.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Security Agreement") is made as of September 21, 2020, by and between CENTRAL LAKE ARMOR EXPRESS, INC., a Michigan corporation, including as successor by merger to KDH Defense Systems, Inc. (individually and collectively, "Grantor"), and CIBC BANK USA ("Lender").

W I T N E S S E T H

WHEREAS, Grantor, Armor Express Properties LLC, a Michigan limited liability company ("Armor Express Properties", and together with Grantor, collectively, "Borrowers" and each a "Borrower"), Armor Express Intermediate Inc., a Delaware corporation ("Intermediate"), and Praesidium Investments LLC, a Delaware limited liability company ("Praesidium", and together with Intermediate and Borrowers, collectively, the "Loan Parties" and each a "Loan Party"), and Lender are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents dated as of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Loan Party to Lender of a security interest in certain of such Loan Party's assets, including, without limitation, the grant by Grantor of its patents and patent applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the "Obligations" (as defined in the Loan Agreement), Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) No Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Patent been cancelled, in whole or in part and each such Patent is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Lender or as otherwise expressly permitted by the Financing Agreements, such consent not to be unreasonably withheld, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Patents. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Patents listed on Schedule A constitute all of the federally registered Patents and Patent applications now owned by Grantor. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Patents of which Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or Patents, (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, or (iv) take any action to revive or complete any abandoned, lapsed or dead patent application or to register any patentable invention, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Patents. In addition, if any of the foregoing events under this Section 5 occurs with respect to any other Loan Party, Grantor shall give to Lender prompt written notice thereof.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of the last to expire of the Patents, and (ii) the payment in full of the Obligations and the termination of the Financing Agreements. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Patents shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable and documented out-of-pocket attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Grantor and until paid shall constitute Obligations.

9. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any patent applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on unpatented but patentable inventions, as commercially reasonable, (iii) to preserve and maintain all rights in the Patents, as commercially reasonable and (iv) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 9 shall be borne by Grantor.

10. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

20. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so

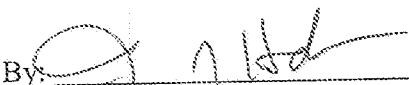
requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

21. USPTO Records. Grantor hereby covenants and agrees that it shall promptly update or cause to be updated each of the Patent records for KDH Defense Systems, Inc. with the United States Patent and Trademark Office such that each Patent in the name of KDH Defense Systems, Inc. is in the name of Central Lake Armor Express, Inc.

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IN WITNESS WHEREOF, Grantor has duly executed this Patent Security Agreement as of the date first written above.

**CENTRAL LAKE ARMOR EXPRESS,
INC.** (including as successor by merger to
KDH Defense Systems, Inc.)

By: 
Name: James Henderson
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By: _____
Name: Jennifer L. Kempton
Title: Managing Director

IN WITNESS WHEREOF, Grantor has duly executed this Patent Security Agreement as of the date first written above.

**CENTRAL LAKE ARMOR EXPRESS,
INC.** (including as successor by merger to
KDH Defense Systems, Inc.)

By: _____
Name: James Henderson
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By: 
Name: Jennifer L. Kempton
Title: Managing Director

SCHEDULE A

PATENTS

<u>Owner</u>	<u>Patent Description</u>	<u>Patent No.</u>	<u>Registration Date</u>
Central Lake Armor Express, Inc.	Strap secured attachment providing load support and/or anti abrading protection of an article supporting sling	10,123,592	November 13, 2018
Central Lake Armor Express, Inc.	Closure assembly incorporating an easy access tab integrated into hook and loop fastener elements and method for forming the same	9,351,543	May 31, 2016
Central Lake Armor Express, Inc.	Closure assembly incorporating an easy access tab integrated into hook and loop fastener elements and method for forming the same	9,241,547	January 26, 2016
Central Lake Armor Express, Inc., successor by merger to KDH Defense Systems, Inc.	Weight distribution and support device and system for armor vests	8,572,762	November 5, 2013

PATENT APPLICATIONS

<u>Owner</u>	<u>Patent Application Description</u>	<u>Application No.</u>	<u>Filing Date</u>
Central Lake Armor Express, Inc.	Ballistic Resistant Panel with Edge Shot Assembly and Method	15629224	June 21, 2017
Central Lake Armor Express, Inc.	Canine Ballistic Carrier Vest	15857813	December 29, 2017
Central Lake Armor Express, Inc.	Foam Encapsulated Ballistic Plate	15857993	December 29, 2017
Central Lake Armor Express, Inc.	Strap Secured Attachment Providing Load Support and/or Anti Abrading Protection of an Article Supporting Sling	13644441	October 4, 2012

Central Lake Armor Express, Inc., successor by merger to KDH Defense Systems, Inc.	Weight Distribution and Support Device and System for Armor Vests	12622982	November 20, 2009
Central Lake Armor Express, Inc., successor by merger to KDH Defense Systems, Inc.	Plate Carrier	13032610	February 22, 2011
Central Lake Armor Express, Inc., successor by merger to KDH Defense Systems, Inc.	Weight Distribution and Support Device and System for an Armor Vest	13038382	March 1, 2011