## 507197476 03/24/2022

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7244326

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name   | Execution Date |
|--|----------------|
| POINT BLANK PROTECTIVE APPAREL & UNIFORMS, LLC | 03/22/2022     |

## **RECEIVING PARTY DATA**

| Name:             | WHITEHORSE CAPITAL MANAGEMENT, LLC, AS COLLATERAL AGENT |
|-------------------|---|
| Street Address:   | 1450 BRICKELL AVENUE                                    |
| Internal Address: | 31ST FLOOR  |
| City:             | MIAMI   |
| State/Country:    | FLORIDA   |
| Postal Code:      | 33131   |

## **PROPERTY NUMBERS Total: 2**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | D722420 |
| Patent Number: | D722742 |

### **CORRESPONDENCE DATA**

**Fax Number:** (312)993-9767

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:** 312-993-2622

Email: linda.kastner@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 330 N. WABASH AVENUE

Address Line 2: SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

| ATTORNEY DOCKET NUMBER: | 053437-0053      |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | LINDA R. KASTNER |
| SIGNATURE:              | /lrk/            |
| DATE SIGNED:            | 03/24/2022       |

#### **Total Attachments: 7**

source=Point Bank - Patent Security Agreement [Executed](130722461.1)#page1.tif source=Point Bank - Patent Security Agreement [Executed](130722461.1)#page2.tif source=Point Bank - Patent Security Agreement [Executed](130722461.1)#page3.tif

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#### PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of March 22, 2022 (this "<u>Agreement</u>"), among Point Blank Enterprises, Inc., Protective Products Enterprises, LLC, United Shield International, L.L.C. and Point Blank Protective Apparel & Uniforms, LLC (each, a "<u>Grantor</u>") and WhiteHorse Capital Management, LLC, as Collateral Agent.

WHEREAS, Point Blank Enterprises, Inc. (the "Parent Borrower"), Point Blank Intermediate Holding, LLC ("Holdings"), the Lenders party thereto, WhiteHorse Capital Management, LLC, as Administrative Agent (together with its successors and assigns, the "Administrative Agent"), and the other parties from time to time party thereto have entered into the Credit Agreement dated as of March 22, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, each Grantor executed that Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of March 22, 2022, among Parent Borrower, Holdings, the other Subsidiary Parties named therein and WhiteHorse Capital Management, LLC, as Collateral Agent (together with its successors and assigns, the "Collateral Agent") pursuant to which each Grantor is required to execute and deliver this Agreement.

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

- SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.
- SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which each Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):
- (a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the USPTO, including those owned by each Grantor and listed on <u>Schedule I</u>, and
- (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, together with
- (c) any and all (i) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements or other violations thereof, (ii) rights to sue or otherwise recover for past, present or future infringements or other violations thereof and (iii) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, Patent Collateral shall not include any Excluded Collateral.

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

SECTION 4. <u>Recordation.</u> Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

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

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

[Remainder of page intentionally left blank; signature pages follow]

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

Point Blank Enterprises, Inc., as a Grantor

By

Name: Ivan Habibe

Title: Chief Financial Officer

Protective Products Enterprises, LLC, as a Grantor

Avan Habibe

By

Name: Ivan Habibe

Title: Chief Financial Officer, Vice President, Secretary

& Treasurer

Point Blank Protective Apparel & Uniforms, LLC, as a Grantor

Bv

Name: Ivan Habibe

Avan Habibe

Title: Chief Financial Officer, Vice President, Secretary

& Treasurer

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United Shield International, L.L.C., as a Grantor

Avan Habibe

Name: Ivan Habibe

Title: Chief Financial Officer

# WHITEHORSE CAPITAL MANAGEMENT, LLC,

as Collateral Agent

Name: Richard Siegel

Title: Authorized Signatory

Schedule I
United States Patents and Pending Patent Applications

| Title   | Record Owner                         | Patent No. or Application No. |
|---|--------------------------------------|-------------------------------|
| Quick release fastening system  | Point Blank Enterprises, Inc.        | 9901127                       |
| Quick release tuck strap  | Point Blank Enterprises, Inc.        | 9943125                       |
| Bullet-resistant back extender  | Point Blank Enterprises, Inc.        | 7748053                       |
| Cutaway vests   | Protective Products Enterprises, LLC | 6948188                       |
| Body Shield   | Point Blank Enterprises, Inc.        | D736469                       |
| Body Shield   | Point Blank Enterprises, Inc.        | D736470                       |
| Body Shield   | Point Blank Enterprises, Inc.        | D736471                       |
| Body Shield   | Point Blank Enterprises, Inc.        | D736472                       |
| Ballistic Helmet With an Accessory<br>System                                    | United Shield International, L.L.C.  | 16595048                      |
| Adjustable Ballistic Garment  | United Shield International, L.L.C.  | 17225619                      |
| Impact Reduction System   | Point Blank Enterprises, Inc.        | 15141369                      |
| Flexible Material with MOLLE Cut<br>Pattern                                     | Point Blank Enterprises, Inc.        | 16904285                      |
| Ammunition Magazine Retention Device  | Point Blank Enterprises, Inc.        | 17215717                      |
| Removable Printable And<br>Embroiderable Badge System For<br>Body Armor Carrier | Point Blank Enterprises, Inc.        | 17235108                      |
| Adjustable Ballistic Garment  | United Shield International, L.L.C.  | 10976137                      |
| Auto Retention Holster  | Point Blank Enterprises, Inc.        | 10634452                      |
| Duty Holster  | Point Blank Enterprises, Inc.        | 11209240                      |
| M.O.L.L.E. System Material With<br>Cut Pattern                                  | Point Blank Enterprises, Inc.        | D915082                       |
| Carrier System and Subassembly<br>Thereof                                       | Point Blank Enterprises, Inc.        | 10368626                      |
| Holster with Locking Hood   | Point Blank Enterprises, Inc.        | 10502523                      |
| Flexible Material With Radial MOLLE Cut Pattern                                 | Point Blank Enterprises, Inc.        | 10551151                      |
| Apparatus Including A Quick-<br>Release Fastener And Pull Cord                  | Point Blank Enterprises, Inc.        | 10631584                      |
| Pistol Holder   | Point Blank Enterprises, Inc.        | 10731946                      |

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| Ammunition Magazine Retention<br>Device            | Point Blank Enterprises, Inc.                  | 10962318 |
|--|--|----------|
| Flexible Material With Radial<br>MOLLE Cut Pattern | Point Blank Enterprises, Inc.                  | 11109664 |
| Soft Armor Fabrication                             | Point Blank Enterprises, Inc.                  | 11137231 |
| Gun Holster  | Point Blank Enterprises, Inc.                  | 7140523  |
| Ergonomic Duty Belt                                | Point Blank Enterprises, Inc.                  | 7762440  |
| Protective Undergarment                            | Point Blank Protective Apparel & Uniforms, LLC | D722420  |
| Protective Undergarment                            | Point Blank Protective Apparel & Uniforms, LLC | D722742  |
| Gun Holster  | Point Blank Enterprises, Inc.                  | 6886725  |

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**RECORDED: 03/24/2022** 

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