

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7415062

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARMORED REPUBLIC HOLDINGS, LLC	11/12/2021
RECEIVING PARTY DATA		
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION	
Street Address:	6111 N. RIVER ROAD	
City:	ROSEMONT	
State/Country:	ILLINOIS	
Postal Code:	60018	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9874425
	Patent Number:	9021612
CORRESPONDENCE DATA		
Fax Number:	(602)364-7070	
<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>		
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Address Line 2:	JULIE A. ESLICK	
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ATTORNEY DOCKET NUMBER:	1031201.000129	
NAME OF SUBMITTER:	JULIE A. ESLICK	
SIGNATURE:	/Julie A. Eslick/	
DATE SIGNED:	07/05/2022	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

This Patent Security Agreement ("**Patent Security Agreement**"), dated as of November 12, 2021, is made by and between ARMORED REPUBLIC HOLDINGS, LLC, an Arizona limited liability company ("**Grantor**"), and Fifth Third Bank, National Association (the "**Secured Party**").

Grantor and Secured Party have entered into Credit and Security Agreement dated as of November 12, 2021 (the "**Credit Agreement**").

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Patent Collateral**"):

(a) the patents, patent applications, and patent licenses set forth in **Schedule 1** hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon Secured Party's request.

3. **Loan Documents.** This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Patent

Collateral are as provided by the Credit Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. **Successors and Assigns.** This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Patent Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Patent Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Secured Party have executed this Patent Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: 

Print Name: Jeffrey Sciden

Title: Senior Vice President

GRANTOR

ARMORED REPUBLIC HOLDINGS, LLC,
an Arizona limited liability company

By: Republic Defense, Inc., a Delaware
corporation, its sole member

By: _____

Print Name: David Reece

Title: Chief Executive Officer

Grantor and Secured Party have executed this Patent Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: _____


Print Name: Jeffrey Seiden

Title: Senior Vice President

GRANTOR

ARMORED REPUBLIC HOLDINGS, LLC,
an Arizona limited liability company

By: Republic Defense, Inc., a Delaware
corporation, its sole member

By:  _____

Print Name: David Reece

Title: Chief Executive Officer

SCHEDULE 1

PATENTS, APPLICATIONS, AND LICENSES

Patent No. (App. No.)	Issue Date/(File Date)	Juris.	Title	Owner
9,874,425 (14,677,309)	1/23/2018 (4/2/2015)	US	Asymmetric Body Armor	Armored Republic, LLC
9,021,612 (13,944,691)	5/5/2015 (7/17/2013)	US	Asymmetric Body Armor	Armored Republic, LLC