

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association		05/15/2007	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Branch Banking and Trust Company
Street Address:	200 West Second Street, 16th floor
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	State-chartered commercial bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78758436	
Serial Number:	76592667	
Serial Number:	76592666	BLACKWATER
Serial Number:	76592665	BLACKWATER
Serial Number:	76529203	
Serial Number:	76529201	BLACKWATER
Registration Number:	2543081	BLACKWATER TARGET SYSTEMS
Registration Number:	2798989	BEAR CLAW
Registration Number:	2928119	BEAR PAW
Registration Number:	2771241	ROLLING BEAR
Registration Number:	2835954	BEAR
Registration Number:	3090604	BEAR TRAP

CORRESPONDENCE DATA

900082048

**TRADEMARK
 REEL: 003582 FRAME: 0626**

CH \$315.00 78758436

Fax Number: (336)733-8473
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (336) 721-3747
Email: trademarkswinston@wcsr.com
Correspondent Name: Randel S. Springer
Address Line 1: One West Fourth Street
Address Line 2: Womble Carlyle Sandridge & Rice, PLLC
Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	46129.0039.1
NAME OF SUBMITTER:	Randel S. Springer
Signature:	/Randy Springer/
Date:	07/18/2007

Total Attachments: 10
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ASSIGNMENT OF PERSONAL PROPERTY LIENS

THIS ASSIGNMENT OF PERSONAL PROPERTY LIENS (the "Assignment") dated as of May 15, 2007, is executed by **WACHOVIA BANK, NATIONAL ASSOCIATION** ("Wachovia"), in favor of **BRANCH BANKING AND TRUST COMPANY** ("BB&T"). Defined terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement (as defined below).

RECITALS:

1. Wachovia is party to a Credit Agreement dated as of July 13, 2006 (as amended, modified or supplemented from time to time, the "Existing Credit Agreement") among Blackwater Lodge and Training Center, Inc. (d/b/a Blackwater USA), a Delaware corporation (the "Borrower"), Blackwater Target Systems LLC, a Delaware limited liability company ("Target Systems"), E&J Holdings, L.L.C., a North Carolina limited liability company ("E & J"), each of the Material Domestic Subsidiaries of the Borrower from time to time party thereto (the "Guarantors"), the lenders from time to time party thereto (the "Lenders") and Wachovia Bank, National Association ("Wachovia"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent");
2. In conjunction with this Assignment, the Credit Agreement is being amended by that certain Second Amendment to Credit Agreement, dated as of the date hereof, by and among the Borrower, Target Systems, E&J, the Guarantors party thereto, Wachovia and Branch Banking & Trust Company ("BB&T") (the "Amendment"; the Existing Credit Agreement as amended by the Amendment, the "Amended Credit Agreement").
3. To secure the obligations of the Credit Parties arising in connection with the Existing Credit Agreement, the documents identified on Schedule "A" hereto were executed and delivered and/or filed (the "Lien Documents").
4. Pursuant to that certain Resignation and Assignment Agreement dated as of the date hereof (the "Resignation and Assignment"): (i) Wachovia resigned as Administrative Agent, Issuing Lender and Swingline Lender, (ii) BB&T was appointed as Administrative Agent, Issuing Lender and Swingline Lender, and (iii) Wachovia agreed to assign to BB&T all of the rights, title and interest of Wachovia as Administrative Agent, Issuing Lender and Swingline Lender in, among other things, the Lien Documents and the liens and security interests created in the property described therein (such property, herein the "Collateral").
5. In furtherance of the provisions of the Resignation and Assignment, Wachovia desires to assign all of its rights, title and interest as Administrative Agent, Issuing Lender and Swingline Lender in and to the Lien Documents and the Collateral to BB&T.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, Wachovia hereby agrees as follows:

1. Assignment. WACHOVIA has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and does by these presents TRANSFER, ASSIGN, GRANT and CONVEY, unto BB&T all of its right, title and interest as Administrative Agent, Issuing Lender and Swingline Lender in and to the Lien Documents, together with any rider, addendum, exhibit, schedule and attachment thereto, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Lien Documents, ALL WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, except that Wachovia represents and warrants that it is authorized to execute this document and perform its obligations hereunder.

2. Successors and Assigns. This Assignment is binding upon Wachovia and shall inure to the benefit of BB&T and its successors and assigns.

3. Further Assurances. Wachovia agrees to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by BB&T to carry out the provisions and purposes of this Assignment and to deliver to BB&T any stock certificates, intercompany notes and other possessory collateral held by Wachovia as Collateral.

4. Entire Agreement. This Assignment embodies the final entire agreement of each of BB&T and Wachovia and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Assignment and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties. There are no oral agreements between the parties.

IN WITNESS WHEREOF, the following have executed this Assignment on the date first above written.

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: James Travagline
Name: James Travagline
Title: Vice President

Consented to and Agreed:

BRANCH BANKING & TRUST COMPANY

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the following have executed this Assignment on the date first above written.

WACHOVIA BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

Consented to and Agreed:

BRANCH BANKING & TRUST COMPANY

By: 
Name: James C. Stallings
Title: Senior Vice President

SCHEDULE "A"
TO
ASSIGNMENT OF LIENS

Lien Documents

1. Security Agreement
2. Pledge Agreement
3. EP Guaranty
4. RDG Guaranty
5. UCC-1 Financing Statements described on Schedule 1 attached hereto.
6. Stock Certificates and stock powers described on Schedule 2 attached hereto.
7. Intellectual property filings with USPTO and US Copyright Office described on Schedule 3 attached hereto.
8. Deposit Control Account Agreements described on Schedule 4 attached hereto.
9. Federal Assignment of Claims Act documentation

SCHEDULE 1
TO
ASSIGNMENT OF LIENS

Previously Filed Financing Statements

Debtor	State	Effective Date	File No.
Blackwater Lodge and Training Center, Inc.	Delaware SOS	7/13/2006	6242637 7
Blackwater Security Consulting, LLC	Delaware SOS	7/13/2006	6242636 9
Blackwater Target Systems LLC	Delaware SOS	7/13/2006	6242605 4
E & J Holdings, L.L.C.	NC SOS	7/13/2006	20060068894 E
EP Investments, L.L.C.	DE SOS	2/15/2007	20070603471

SCHEDULE 2
TO
ASSIGNMENT OF LIENS

Equity Securities

Entity	Parent Company	Number of Shares	Percentage
Blackwater Security Consulting, LLC	Blackwater Lodge and Training Center, Inc.	N/A	100%
Blackwater Armor & Targets LLC	Blackwater Lodge and Training Center	N/A	100%
Blackwater Airships LLC	Blackwater Lodge and Training Center	N/A	100%
Raven Development Group, LLC	E & J Holdings, LLC	N/A	100%
Blackwater Lodge and Training Center, Inc.	EP Investments, L.L.C.	100	2

SCHEDULE 3
TO
ASSIGNMENT OF LIENS

Intellectual Property Filings with USPTO and US Copyright Office

**Blackwater Lodge and Training Center, Inc.
Dba Blackwater USA
(Delaware corporation)**

U.S. Trademarks

Pending Applications

Design Only	78758436	11/21/05
Design Only	76592667	5/18/04
BLACKWATER	76592666	5/18/04
BLACKWATER and Design	76592665	5/18/04
Design Only	76529203	7/10/03
BLACKWATER	76529201	7/10/03

**Blackwater Target Systems, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Registered Marks

	Registration No.	Registration Date
BLACKWATER TARGET SYSTEMS and Design	2543081	2/26/02
BEAR CLAW	2798989	12/23/03
BEAR PAW	2928119	2/22/05
ROLLING BEAR	2771241	10/7/03
BEAR	2835954	4/27/04
BEAR TRAP	3090604	5/9/06

**Blackwater Target Systems, LLC
(Delaware Limited Liability Company)**

U.S. Patents

Issued Patents

Patent Title	Patent Number	Issue Date
TARGET SYSTEM	7052012	5/30/06
VEHICLE BARRIER	D500859	1/11/05
TARGET SYSTEM	6808177	10/26/04

Pending Applications

Patent Title	Application Number	Filing Date
VEHICLE BARRIER	11/287450	11/28/05
VEHICLE BARRIER	11/121023	5/4/05
VEHICLE BARRIER	10/634760	8/6/03
MODULAR SENTRY STATION	10/428141	5/2/03

SCHEDULE 4
TO
ASSIGNMENT OF LIENS

Deposit Control Account Agreements

[REDACTED]			
Blackwater Security Consulting, LLC	Bank of Currituck	0129718610	July 13, 2006

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