

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Fourth Amendment Effective Date by and between SILICON VALLEY BANK ("Bank") and THE PRAETORIAN GROUP ("Grantor").

RECITALS

A. Bank has made certain advances of money and extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Under the Loan Agreement Grantor shall grant to Bank a security interest in its Intellectual Property to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

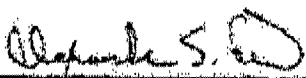
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

200 Green Street, Suite 200
San Francisco, CA 94111
Attn: Ker Thao

GRANTOR:

THE PRAETORIAN GROUP

By: 

Title: CEO

Address of Bank:

555 Mission Street, Suite 900
San Francisco, California 94105
Attn: Julian Nash

BANK:

SILICON VALLEY BANK

By: 

Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Blood Lessons.	TX0006909927	11/3/08
The adrenaline dump: It's more than just breathing.	TX0006910699	10/22/07
Shot in the back.	TX0006910662	10/22/07
Tire Deflation Device Safety Tips	TX0006910620	10/22/07
Top Challenges for Deadly Force Trainers.	TX0006910640	10/22/07

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

Patent Applications:

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Military1	85792138	11/30/12
PoliceOne Academy	85381652	7/6/11
P1	77326427	11/9/07
EMS1	77278244	9/12/07
CorrectionsOne	77278236	9/12/07
FireRescue1	77278225	9/12/07
PoliceOne	77278209	9/12/07

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date