

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mustang Survival, ULC		10/04/2013	Unlimited Liability Company: CANADA

RECEIVING PARTY DATA	
Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	3830038	ICE COMMANDER
Registration Number:	2083950	ICE RIDER BY MUSTANG
Registration Number:	3545928	LIFT
Registration Number:	1898657	MUSTANG SURVIVAL
Registration Number:	3798208	MUSTANG SURVIVAL
Registration Number:	2454797	MUSTANG SURVIVAL INTEGRITY
Registration Number:	2510756	OCEAN COMMANDER
Registration Number:	3511067	RESCUE STICK
Registration Number:	1432744	THE FLOATER BY MUSTANG
Registration Number:	1462882	TUG-TITE

CORRESPONDENCE DATA	
Fax Number:	4045725100

OP \$265.00 3830038

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: m russell@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.009011
NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	10/04/2013

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of the 4th day of October, 2013, between **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lenders (as hereinafter defined) having an office at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota, 55402 (together with its successors in such capacity, "Agent"), and **MUSTANG SURVIVAL, ULC**, a British Columbia unlimited liability company having its principal place of business at 7525 Lowland Drive, Burnaby, British Columbia, V7X 1T2 ("Company").

Recitals:

MAUI ACQUISITION CORP., a Delaware corporation ("Holdings"), **SAFARILAND, LLC**, a Delaware limited liability company ("Safariland"), **SAFARILAND GLOBAL SOURCING, LLC**, a Delaware limited liability company ("Global Sourcing"), **HORSEPOWER, LLC**, a Delaware limited liability company ("Horsepower"), **MUSTANG SURVIVAL HOLDINGS, INC.**, a Delaware corporation ("Survival Holdings"), **MUSTANG SURVIVAL, INC.**, a Washington corporation ("Mustang Survival"), **MUSTANG SURVIVAL MFG, INC.**, a Delaware corporation ("Mustang MFG"), and **MED-ENG, LLC** (formerly known as Allen-Vanguard, LLC), a Delaware limited liability company ("Med-Eng" and, together with Holdings, Safariland, Global Sourcing, Horsepower, Survival Holdings, Mustang Survival and Mustang MFG, collectively, "U.S. Borrowers"), **MUSTANG SURVIVAL ULC**, a British Columbia unlimited liability company ("Initial Canadian Borrower"), desire to obtain loans and other financial accommodations from certain financial institutions (collectively, the "Lenders") that are parties from time to time to that certain Amended and Restated Term Loan and Security Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among Borrowers, each other subsidiary of Holdings from time to time party thereto, Agent and Lenders.

Lenders are willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms, and subject to the conditions, of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto

throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iii), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Agent that:

(a) Each of the Trademarks that is registered is subsisting and none of the Trademarks have been adjudged invalid or unenforceable;

(b) Upon filing of a UCC financing statement which names Company as debtor, Agent as secured party and the Trademark Collateral as collateral with the District of Columbia Department of State and filing this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered at the United States Patent and Trademark Office and that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) Company has the unqualified right to enter into this Agreement and perform its terms;

(d) Each of the registered Trademarks is valid and enforceable in the United States or Canada, as applicable; and

(e) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the material Trademark Collateral, free and clear of any Liens, charges and encumbrances (except Permitted Liens and licenses permitted pursuant to the Loan Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Agent that:

(a) Except for changes in quality of products to be made in the Ordinary Course of Business, Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Except for changes in quality of products to be made in the Ordinary Course of Business, Company will not materially change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Agent and Agent's employees and agents, the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new Trademarks material to the Company, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.

7. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 6 hereof (it being understood and agreed that Agent will endeavor to use commercially reasonable efforts to give Company three Business Days' prior written notice before filing any amendment with the United States Patent and Trademark Office or applicable foreign filing office).

8. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC or the PPSA and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, at any time an Event of Default exists, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each guarantor of the Obligations shall remain jointly and severally liable therefor.

9. Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license (subject to any then-existing licenses) under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

10. Section 3.4 of the Loan Agreement is incorporated herein *mutadis mutandis*, as if a part hereof.

11. Company shall promptly after obtaining knowledge thereof notify Agent in writing of the assertion of any Intellectual Property Claim that could reasonably be expected to have a Material Adverse Effect. Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect each Trademark and to do any and all acts as Company reasonably deems necessary or desirable to preserve and maintain the Trademark Collateral, unless in any such case Company has determined that such Trademark Collateral is no longer material to the conduct of its business. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

12. Notwithstanding anything to the contrary contained in paragraph 11 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 12.

13. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in Company's name or in Agent's name, in Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

14. No course of dealing between Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents 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.

15. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this 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 Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or

written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

19. Company hereby waives notice of Agent's acceptance hereof.

20. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

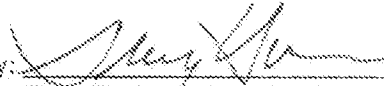
21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. **To the fullest extent permitted by Applicable Law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MUSTANG SURVIVAL, ULC
("Company")

By: 
Gray Hudkins, Vice President

{Signatures continue on the following page.}

Accepted:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as agent
("Agent")

By: 
Name: Meghan H. McCauley
Title: Banking Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005124 FRAME: 0554

EXHIBIT A

i) U.S. Trademarks and Trademark Applications¹

<u>Owner</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Status</u>
Mustang Survival, ULC	ICE COMMANDER	3,830,038	8/10/2010	U.S.	Registered
Mustang Survival, ULC	ICE RIDER BY MUSTANG	2,083,950	7/29/1997	U.S.	Registered
Mustang Survival, ULC	LIFT	3,545,928	12/16/2008	U.S.	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL (Cl. 9 & 25)	1,898,657	6/13/1995	U.S.	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL (Cl. 9)	3,798,208	6/8/2010	U.S.	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL INTEGRITY & Design	2,454,797	5/29/2001	U.S.	Registered
Mustang Survival, ULC	OCEAN COMMANDER	2,510,756	11/20/2001	U.S.	Registered
Mustang Survival, ULC	RESCUE STICK	3,511,067	10/7/2008	U.S.	Registered
Mustang Survival, ULC	THE FLOATER BY MUSTANG & Design	1,432,744	3/17/1987	U.S.	Registered
Mustang Survival, ULC	TUG-TITE	1,462,882	10/27/1987	U.S.	Registered

¹ All U.S. files reflect recordation of assignment of ownership to Mustang Survival, ULC

ii) Foreign Trademarks and Trademark Applications²

<u>Owner</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Status</u>
Mustang Survival, ULC	AIR FORCE BY MUSTANG & Design	TMA497,420	7/20/1998	Canada	Registered
Mustang Survival, ULC	CIRCULAR DESIGN	TMA299,263	1/18/1985	Canada	Registered
Mustang Survival, ULC	CRUISER	TMA302,161	4/26/1985	Canada	Registered
Mustang Survival, ULC	FLITE-FLOTE	TMA313,606	4/25/1986	Canada	Registered
Mustang Survival, ULC	FLOATER	TMA295,067	9/14/1984	Canada	Registered
Mustang Survival, ULC	ICE COMMANDER	TMA739,092	4/29/2009	Canada	Registered
Mustang Survival, ULC	ICE RIDER BY MUSTANG	TMA486,346	11/26/1997	Canada	Registered
Mustang Survival, ULC	ICE RIDER BY MUSTANG & Design	TMA503,684	11/5/1998	Canada	Registered
Mustang Survival, ULC	LIFT	TMA677,829	11/29/2006	Canada	Registered
Mustang Survival, ULC	MARINE COMMANDER	TMA211,194	1/6/1976	Canada	Registered
Mustang Survival, ULC	MUSTANG CRUISER	TMA302,162	4/26/1985	Canada	Registered
Mustang Survival, ULC	MUSTANG FLOATER	TMA303,255	5/31/1985	Canada	Registered

2 Foreign recordation filings have been instructed and are underway as of the date hereof but may still reflect Mustang Survival Corp. temporarily; N.B. that all assignment of rights has been effected.

<u>Owner</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Status</u>
Mustang Survival, ULC	MUSTANG SURVIVAL	TMA746,620	9/1/2009	Canada	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL & Design	141128	1/20/2010	Vietnam	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL & Design	589274	10/28/1992	Australia	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL & Design	4287310	6/25/1999	Japan	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL & Design	TMA425,919	4/8/1994	Canada	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL & Design	TMA579,975	4/28/2003	Canada	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL & Design (Cl. 25)	(6906418)	8/19/2008	China	Await further action or approval
Mustang Survival, ULC	MUSTANG SURVIVAL & Design (Cl. 9)	6906419	9/21/2011	China	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL & Design (Cl. 9)	5357839	10/1/2010	Japan	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL (Cl. 25)	(6906421)	8/19/2008	China	Await further action or approval

<u>Owner</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Status</u>
Mustang Survival, ULC	MUSTANG SURVIVAL (Cl. 9)	6906420	9/21/2011	China	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL (in Chinese Characters) (Cl. 25)	6906416	11/14/2010	China	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL (in Chinese Characters) (Cl. 9)	6906417	12/21/2010	China	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL ENDURANCE & Design	TMA561,795	5/10/2002	Canada	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL INTEGRITY & Design	TMA575,636	2/13/2003	Canada	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL LOGO	222610	11/2/1192	New Zealand	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL LOGO	222611	11/2/1992	New Zealand	Registered
Mustang Survival, ULC	MUSTANG SURVIVAL MARINE SAFETY	TMA598,861	1/8/2004	Canada	Registered
Mustang Survival, ULC	OCEAN CLASS	TMA349,909	1/13/1989	Canada	Registered
Mustang Survival, ULC	OCEAN COMMANDER	TMA405,204	11/20/1992	Canada	Registered
Mustang Survival, ULC	OCEAN COMMANDER	TMA511,633	5/7/1999	Canada	Registered
Mustang Survival, ULC	RESCUE STICK	TMA717,019	6/20/2008	Canada	Registered

<u>Owner</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Status</u>
Mustang Survival, ULC	SEA RIDER BY MUSTANG	TMA490,621	2/26/1998	Canada	Registered
Mustang Survival, ULC	SEA RIDER BY MUSTANG & Design	TMA486,023	11/21/1997	Canada	Registered
Mustang Survival, ULC	SEAHORSE DESIGN	TMA354,221	3/31/1989	Canada	Registered
Mustang Survival, ULC	SEA-HORSE; Design	TMA295,254	9/21/1984	Canada	Registered
Mustang Survival, ULC	THE FLOATER	TMA168,991	5/8/1970	Canada	Registered
Mustang Survival, ULC	THE FLOATER & Design	TMA210,023	10/10/1975	Canada	Registered
Mustang Survival, ULC	THE FLOATER BY MUSTANG & Design	TMA303,256	5/31/1985	Canada	Registered
Mustang Survival, ULC	THE MUSTANG SURVIVAL SYSTEM	TMA586,219	7/3/2003	Canada	Registered
Mustang Survival, ULC	TUG-TITE	TMA323,915	2/20/1987	Canada	Registered