

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Point Blank Enterprises, Inc.		05/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Collateral Agent		
Street Address:	4900 Tiedeman Rd.		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86059426	ALPHA ELITE	
Registration Number:	2403512	POINT BLANK	
Registration Number:	2922997	POINT BLANK BODY ARMOR INC.	
Registration Number:	4366937	PROVEN UNDER FIRE	
Registration Number:	3776242	THE ROUND STOPS HERE	
Registration Number:	3266155	VISION	
Registration Number:	3594896	WEAR IT FOR LIFE	
Registration Number:	2852809	S.P.I.D.E.R.	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
Phone:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	654361-1		
NAME OF SUBMITTER:	Jean Paterson		

CH \$215.00 86059426

SIGNATURE:	/jep/
DATE SIGNED:	06/03/2015
Total Attachments: 7 source=6-3-15 Point Blank Enterprises 1-TM#page1.tif source=6-3-15 Point Blank Enterprises 1-TM#page2.tif source=6-3-15 Point Blank Enterprises 1-TM#page3.tif source=6-3-15 Point Blank Enterprises 1-TM#page4.tif source=6-3-15 Point Blank Enterprises 1-TM#page5.tif source=6-3-15 Point Blank Enterprises 1-TM#page6.tif source=6-3-15 Point Blank Enterprises 1-TM#page7.tif	

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of May 29, 2015, (this “**Agreement**”), among POINT BLANK ENTERPRISES, INC., a Delaware corporation (the “**Grantor**”) and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, Point Blank Enterprises, Inc. (the “**Parent Borrower**”), Point Blank Intermediate Holding, LLC (“**Holdings**”), the Lenders party thereto, KeyBank National Association, 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 May 29, 2015 (as amended, 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, the Grantor executed that Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of May 29, 2015, among Parent Borrower, Holdings, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the 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 to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. 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, the Grantor, pursuant to the Security Agreement, 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and

recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

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

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. 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. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. Recordation. Each Assignor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. 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. Counterparts. 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 this page intentionally left blank]

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 the Grantor

By:




Name: Ivan Habibe

Title: Chief Financial Officer, Vice President and
Treasurer

[Trademark Security Agreement]


TRADEMARK
REEL: 005543 FRAME: 0921

**KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent**

By: 
Name: *Peter W. Richter*
Title: *Managing Director*


Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
ALPHA ELITE	U.S.	Point Blank Enterprises, Inc.	86/059426
POINT BLANK	U.S.	Point Blank Enterprises, Inc.	2403512
POINT BLANK BODY ARMOR and Design 	U.S.	Point Blank Enterprises, Inc.	2922997
PROVEN UNDER FIRE	U.S.	Point Blank Enterprises, Inc.	4366937
THE ROUND STOPS HERE	U.S.	Point Blank Enterprises, Inc.	3776242
VISION	U.S.	Point Blank Enterprises, Inc.	3266155
WEAR IT FOR LIFE	U.S.	Point Blank Enterprises, Inc.	3594896
S.P.I.D.E.R.	U.S.	Point Blank Enterprises, Inc.	2852809

Schedule I

United States Trademarks

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S.P.I.D.E.R.	U.S.	Point Blank Enterprises, Inc.	2852809

Schedule II

United States Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
ALPHA ELITE	U.S.	Point Blank Enterprises, Inc.	86/059426