

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The O'Gara Group, Inc.		09/30/2016	Corporation: OHIO
O'Gara-Homeland Defense Solutions		09/30/2016	Corporation: OHIO
O'Gara Training and Services, LLC		09/30/2016	Limited Liability Company: OHIO
TOG Mobile Systems, Inc.		09/30/2016	Corporation: OHIO
O'Gara-Hess & Eisenhardt Armoring Company LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Woodforest National Bank		
Street Address:	25231 Grogan's Mill Road		
Internal Address:	Suite 175		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77380		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3071023	SSI	
Registration Number:	3094532	SAFETY & SECURITY INSTITUTE	
Registration Number:	3116160	THE RESPONDER	
Registration Number:	3156212	PERIMETER CONTROL KIT	
Registration Number:	3161572	SECURE PRODUCT CREATIONS	
Registration Number:	3067618	R4SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	2485668453		
<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:	248-566-8452		
Email:	trademark@honigman.com, jhetu@honigman.com		

CH \$165.00 3071023

Correspondent Name: Jennifer M. Hetu
Address Line 1: 39400 Woodward Avenue
Address Line 2: Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER: 260552-401792

NAME OF SUBMITTER: Jennifer M. Hetu, Esq.

SIGNATURE: /jmh/

DATE SIGNED: 11/11/2016

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

The **O’Gara Group, Inc.**, an Ohio corporation, **O’Gara-Homeland Defense Solutions, Inc.**, an Ohio corporation, **O’Gara Training and Services, LLC**, an Ohio limited liability company, **TOG Mobile Systems, Inc.**, an Ohio corporation, and **O’Gara-Hess & Eisenhardt Armoring Company LLC**, a Delaware limited liability company (collectively the “Debtors” or individually, a “Debtor”) and Woodforest National Bank (“Secured Party”) enter into this Intellectual Property Security Agreement (this “Agreement”) as of September 30, 2016.

BACKGROUND

Secured Party and Debtors are entering into a Loan and Security Agreement on or about the date of this Agreement (as it may be amended, restated, supplemented or modified from time to time, the “Loan Agreement”). Debtors are entering into this Agreement to, among other things, induce the Secured Party to enter into and extend credit under the Loan Agreement.

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 performance and payment of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between the Debtors and the Secured Party, the Debtors and the Secured Party agree as follows:

TERMS AND CONDITIONS

Section 1. **Definitions; Interpretation.**

(a) **Terms Defined in Loan Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings given to them in the Loan Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms will have the following meanings:

“**Collateral**” has the meaning set forth in Section 2 of this Agreement.

“**PTO**” means the United States Patent and Trademark Office.

“**UCC**” means the Uniform Commercial Code as in effect in the State of Michigan, as the same has been or may be amended or revised from time to time, or if so required with respect to any particular collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such collateral is located.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined in this Agreement, terms used in this Agreement will have the meanings given to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation will be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of title to any Collateral by the Debtors unless such sale arises in the ordinary course of business in which case the Debtors will be permitted to make such sale, transfer or disposition; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; (iv) the word “will” has the same meaning as “shall” and is intended to mean mandatory and not permissive; and (v) “all” includes “any”, and “any” includes “all”. To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement will also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. **Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Debtors hereby grant to the Secured Party a security interest in and to all of the following property to the extent the Debtors can grant such security interest in each case whether now or hereafter existing or arising or in which the Debtors now have or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all United States registered copyrights, copyright applications and copyright registrations, including the Debtors’ United States registered copyrights and copyright registrations and United States applications for copyright registrations listed in Schedule B to this Agreement and all of the Debtors’ copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works (collectively, the “Copyrights”), any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to the Debtors in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

- (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would impair the validity or enforceability of such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such trademarks, names and applications as described in Schedule C), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, renewals and thereof;
- (iv) the entire goodwill of or associated with the business now or hereafter conducted by the Debtors connected with and symbolized by any of the properties and assets listed in Subsection (a)(iii) above;
- (v) all intangible intellectual or other similar property of the Debtors of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (vi) all cash and non-cash proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** The Debtors agree that this Agreement will create a continuing security interest in the Collateral which will remain in effect until all of the Obligations are Paid in Full.

Section 3. **Supplement to Loan Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Loan Agreement and other Loan Documents. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are cumulative, concurrent and in addition to those set forth in the Loan Agreement or any other Loan Documents, all terms and provisions of which are incorporated herein by reference.

Section 4. **Representations and Warranties.** The Debtors represent and warrant to the Secured Party that, to the actual knowledge of the Debtors, as of the date of this Agreement, the Debtors have no: (a) U.S. patents and patent applications or registrations owned by the Debtors, in whole or in part; (b) U.S. registered copyrights, copyright registrations and applications owned by the Debtors, in whole or in part; and (c) U.S. trademarks, trademark registrations or applications owned by the Debtors, in whole or in part.

Section 5. **Further Acts.** On a continuing basis, the Debtors will make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or reasonably advisable or may be reasonably requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtors' compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Debtors. In addition, the Debtors authorize the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtors, at any time, hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtors will immediately notify the Secured Party in a writing signed by the Debtors of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party. Notwithstanding any provision in this Agreement or the Loan Agreement, the Debtors will have the right to maintain, allow to lapse, or abandon any Collateral as determined in the ordinary course of business.

Section 6. **Authorization to Supplement.** If the Debtors obtain rights to (a) any new copyright, copyright registrations or applications, trademark, trademark registrations or applications (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would impair the validity or enforceability of such trademark, service mark or other mark), patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any copyright, copyright registrations or applications, trademark, trademark registrations or applications (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would impair the validity or enforceability of such trademark, service mark or other mark), patents or patent applications or registrations, the provisions of this Agreement will automatically apply thereto. The Debtors will give prompt notice in writing to the Secured Party with respect to any such new patent, copyright or trademark rights. Without limiting the Debtors' obligations under this Section 6, the Debtors authorize the Secured Party unilaterally to modify this Agreement by amending Schedule A, Schedule B or Schedule C, as the case may be, to include any such new patent, copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A, Schedule B or Schedule C will in

any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A, Schedule B or Schedule C.

Section 7. **Binding Effect.** This Agreement will be binding upon, inure to the benefit of and be enforceable by the Debtors, the Secured Party and their respective successors and assigns. The Debtors may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

Section 8. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the law of the State of Michigan except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Michigan.

Section 9. **Entire Agreement; Amendment.** This Agreement and the Loan Documents, together with the Schedules and Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving the Secured Party greater rights or remedies will govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Loan Agreement.

Section 10. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile will be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile will also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart will not affect the validity, enforceability, or binding effect hereof.

Section 11. **Cumulative Obligations.** The Debtors acknowledge that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtors agree that all such covenants, terms and provisions are cumulative and all will be performed and satisfied in accordance with their respective terms. However, if there is an express inconsistency between provisions of various Loan Documents, then the provision with the greater obligation will apply.

Section 12. **Severability.** If one or more provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party will, to the fullest extent permitted by applicable law, not invalidate or render illegal or

unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Section 13. **Notices.** All notices and other communications hereunder will be in writing and will be mailed, sent or delivered in accordance with the Loan Agreement.

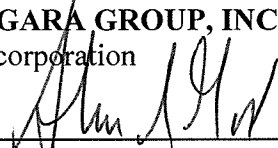
Section 14. **JURY TRIAL WAIVER.** DEBTORS AND SECURED PARTY EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. SECURED PARTY AND DEBTORS, AFTER CONSULTING COUNSEL OF THEIR CHOICE, EACH HEREBY KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER DEBTORS NOR SECURED PARTY WILL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO BE CHARGED.

[End of Intellectual Property Security Agreement – Signature page follows]

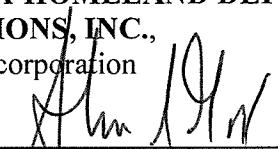
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DEBTORS:

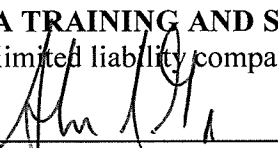
THE O'GARA GROUP, INC.,
an Ohio corporation

By: 
Name: Abram S. Gordon
Title: Vice President and Secretary

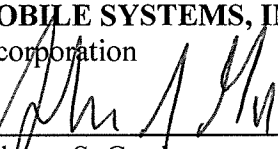
O'GARA-HOMELAND DEFENSE SOLUTIONS, INC.,
an Ohio corporation

By: 
Name: Abram S. Gordon
Title: Vice President and Secretary

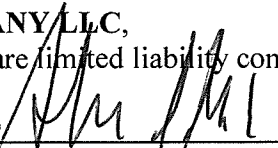
O'GARA TRAINING AND SERVICES, LLC,
an Ohio limited liability company

By: 
Name: Abram S. Gordon
Title: Vice President and Secretary

TOG MOBILE SYSTEMS, INC.,
an Ohio corporation

By: 
Name: Abram S. Gordon
Title: Vice President and Secretary

O'GARA-HESS & EISENHARDT ARMORING COMPANY LLC,
a Delaware limited liability company

By: 
Name: Abram S. Gordon
Title: Vice President and Secretary

Address for Notices:

9113 Le Saint Drive
Fairfield, Ohio 45014

[Second signature page to Intellectual Property Security Agreement]

SECURED PARTY:

WOODFOREST NATIONAL BANK

By: Charles D. Stephenson
Name: Charles Stephenson
Title: Senior Vice President

Address for Notices:

28001 Cabot Drive, Suite 240
Novi, Michigan 48377

SCHEDULE A

Patent

<u>Holder</u>	<u>Nature of Interest</u>	<u>Appication No.</u>	<u>Filing Date</u>	<u>Country of Issue</u>
O'GARA TRAINING AND SERVICES, LLC D/B/A CRITICAL INCIDENT SOLUTIONS, LLC	HAZARDOUS ENVIRONMENT PROTECTIVE SUIT	11326107	01-05-06	U.S.

0107842.0591672 4830-7072-9530v2

SCHEDULE B

List of Copyrights, Copyright Registrations, and
Applications for Copyright Registrations

None.

SCHEDULE C

Trademarks

Name of Grantor	Trademark	Registration Date	Registration Number
THE O'GARA GROUP, INC.	SSI	3/21/2006	3,071,023
THE O'GARA GROUP, INC.	SAFETY & SECURITY INSTITUTE	5/16/2006	3,094,532
O'GARA TRAINING AND SERVICES, LLC d/b/a Critical Incident Solutions, LLC	THE RESPONDER	7/18/2006	3,116,160
O'GARA TRAINING AND SERVICES, LLC d/b/a Critical Incident Solutions, LLC	PERIMETER CONTROL KIT	10/17/2006	3,156,212
O'GARA TRAINING AND SERVICES, LLC d/b/a Critical Incident Solutions, LLC	SECURE PRODUCT CREATIONS	10/24/2006	3,161,572
O'GARA TRAINING AND SERVICES, LLC d/b/a Critical Incident Solutions, LLC	R4SYSTEMS	3/14/2006	3,067,618

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