

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC SAFETY PRODUCTS INC.		08/25/2017	Corporation: CANADA
SAFARILAND, LLC		08/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VIRTUS GROUP, LP		
Street Address:	1301 Fannin Street		
Internal Address:	17th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2660555	GATOR HAWK ARMOR	
Registration Number:	3699641	GH ARMOR SYSTEMS	
Registration Number:	2352993	PACIFIC EMERGENCY PRODUCTS	
Registration Number:	3913153	PSP	
Registration Number:	3146288	TALON	
Registration Number:	4275330	TITANX	
Serial Number:	87362139	TALONX	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	(704)503-2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		

OP \$190.00 2660555

TRADEMARK

ATTORNEY DOCKET NUMBER:	18876.009011
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	08/29/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 25th day of August, 2017, by and among VIRTUS GROUP, LP, a Texas limited partnership, in its capacity as agent for the Lenders (as hereinafter defined), having an office at 1301 Fannin Street, 17th Floor, Houston, Texas 77002 (together with its successors in such capacity, "Agent"), and the Grantors listed on the signature pages hereto (collectively, the "Grantors" and each individually, a "Grantor").

Recitals:

WHEREAS, pursuant to that certain Second Amended and Restated Term Loan and Security Agreement, dated as of November 18, 2016 (as further amended, restated, modified, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among MAUI ACQUISITION CORP., a Delaware corporation ("Holdings"), SAFARILAND, LLC, a Delaware limited liability company and successor by merger to each of Rogers Holster Co., LLC, a Florida limited liability company, HolsterOps, LLC, a Florida limited liability company, and Tactical Command Industries, Inc., a California corporation ("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 ("Mustang Holdings"), MUSTANG SURVIVAL, INC., a Washington corporation ("Mustang Survival"), MUSTANG SURVIVAL MFG, INC., a Delaware corporation ("Mustang Manufacturing"), MED-ENG, LLC, a Delaware limited liability company ("Med-Eng"), SENCAN HOLDINGS, LLC, a Delaware limited liability company ("Sencan Holdings"), ATLANTIC TACTICAL, INC., a Pennsylvania corporation and successor by merger to Atlantic Tactical of New Jersey Inc., a New Jersey corporation ("ATI"), VIEVU, LLC, a Washington limited liability company ("Vievu" and, together with Holdings, Safariland, Global Sourcing, Horsepower, Mustang Holdings, Mustang Survival, Mustang Manufacturing, Med-Eng, TCI, Sencan Holdings and ATI, collectively, "US Borrowers"), LAWMEN'S DISTRIBUTION, LLC, a Delaware limited liability company ("Lawmen's Distribution"), SAFARILAND DISTRIBUTION, LLC, a Delaware limited liability company ("Safariland Distribution"), and UNITED UNIFORM DISTRIBUTION, LLC, a Delaware limited liability company ("United Uniform" and, together with Lawmen's Distribution and Safariland Distribution, the "US Guarantors"), MUSTANG SURVIVAL ULC, a British Columbia unlimited liability company ("Mustang Canada"), MED-ENG HOLDINGS ULC, a British Columbia unlimited liability company ("Med-Eng Holdings" and, together with Mustang Canada, collectively, the "Canadian Borrowers" and, together with the US Borrowers and the US Guarantors, collectively, the "Obligors"), the Lenders (as defined in the Loan Agreement) and Agent, as agent for the Lenders, the Lenders have agreed 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.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor 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, each Grantor 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 such Grantor, 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 owned by such Grantor and 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 such Grantor's business connected with and symbolized by its Trademarks; and

(c) All proceeds of the foregoing.

3. Each Grantor represents and warrants to Agent that:

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

(b) Upon filing of a UCC financing statement which names such Grantor as debtor, Agent as secured party and the Trademark Collateral as collateral with the Delaware 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 such Grantor and all third Persons in accordance with its terms;

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

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

(e) Such Grantor is the sole and exclusive owner of the entire right, title and interest in and to all of its 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 such Grantor not to sue third Persons.

4. Each Grantor covenants and agrees with Agent that:

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

(c) Except for Trademarks abandoned by each Grantor in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), each Grantor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of its 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. Each Grantor hereby grants to Agent and Agent's employees and agents, the visitation, audit, and inspection rights with respect to such Grantor and the Trademark Collateral as set forth in the Loan Agreement.

6. If, before Full Payment of all of the Obligations, any Grantor shall obtain rights to any new Trademarks material to such Grantor, 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 such Grantor shall give to Agent prompt notice thereof in writing.

7. Each Grantor 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 such Grantor 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 any Grantor, each of which each Grantor hereby expressly waives, collect directly any payments due any Grantor 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. Each Grantor hereby agrees that ten (10) days written notice to such Grantor 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 any Grantor, which right each Grantor 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 the applicable Grantor. If any deficiency shall arise, each Grantor and each guarantor of the Obligations shall remain jointly and severally liable therefor.

9. Each Grantor hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Grantor'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 such Grantor's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use such Grantor's Trademarks, or to grant or issue any exclusive or nonexclusive license (subject to any

then-existing licenses) under such Grantor's 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. Each Grantor 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. Each Grantor 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. Each Grantor 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 such Grantor'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 of its Trademarks and to do any and all acts as such Grantor reasonably deems necessary or desirable to preserve and maintain the Trademark Collateral owned by it, unless in any such case such Grantor 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 such Grantor. No Grantor shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless such Grantor 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 each Grantor 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 each Grantor 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 any Grantor 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 such Grantor's name or in Agent's name, in Agent's sole discretion, but at such Grantor's expense, and such Grantor 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 any Grantor 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 supersedes 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 each Grantor. No Grantor shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

19. Each Grantor 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, each Grantor 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.

Grantors:

**PACIFIC SAFETY PRODUCTS INC.
SAFARILAND, LLC**

By: 

Name: Scott Harris

Title: Chief Financial Officer

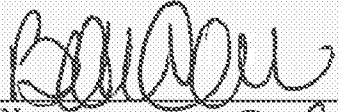
[Signatures continue on the following page.]

[Trademark Security Agreement (US)]

**TRADEMARK
REEL: 006140 FRAME: 0548**

Accepted:

VIRTUS GROUP, LP, as agent
("Agent")



By: 
Name:
Title: SR DIR

[Trademark Security Agreement (US)]

TRADEMARK
REEL: 006140 FRAME: 0549

EXHIBIT A

PACIFIC SAFETY PRODUCTS INC. TRADEMARKS

Country	Mark/Name	App. No./Reg. No.	Application Date	Registration Date
US	<u>GATOR</u> <u>HAWK</u> <u>ARMOR</u>	RN: 2660555 SN: 76231594	March 27, 2001	December 10, 2002
US	<u>GH ARMOR</u> <u>SYSTEMS</u>	RN: 3699641 SN: 77358581	December 21, 2007	October 20, 2009
US	<u>PACIFIC</u> <u>EMERGENCY</u> <u>PRODUCTS</u> and Design 	RN: 2352993 SN: 75290428	May 9, 1997	May 30, 2000
US	<u>PSP and Design</u> 	RN: 3913153 SN: 78660647	June 29, 2005	February 1, 2011
US	<u>TALON</u>	RN: 3146288 SN: 78371230	February 20, 2004	September 19, 2006
US	<u>TALONX</u>	SN: 87362139	March 7, 2017	

SAFARILAND, LLC TRADEMARKS

US	<u>TITANX</u>	RN: 4275330 SN: 85638617	May 30, 2012	January 15, 2013
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