

10-09-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RE



101867237

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Simula, Inc. **10-d-3)**

- Individual(s)
- General Partnership
- Corporation-State Arizona
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 09-26-2001

2. Name and address of receiving party(ies)

Name: Allied Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 401 N. Michigan Avenue  
Suite 2050

City: Chicago State: IL Zip: 60611

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Maryland
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Goldberg Kohn, et al.

Internal Address: Elizabeth Kostiuik

Street Address: 55 E. Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: .....

**17**

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Kostiuik

Name of Person Signing

Elizabeth Kostiuik  
Signature

10-01-01

Date

Total number of pages including cover sheet, attachments, and document: **9**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002379 FRAME: 0641

10/09/2001 MUELLER 00000158 2017456 400.00 DP 400.00 DP

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>U.S. Serial/Registration No.</u></b>	<b><u>Date Registered</u></b>
ITS	2,037,456	02/11/97
Durachute	2,414,259	12/19/00
Protecting People In Motion	2,185,970	09/01/98
Licar	1,665,312	11/19/91
Licar	1,716,605	09/15/92

**TRADEMARK APPLICATIONS**

<b><u>Trademark Application Description</u></b>	<b><u>U.S. Application No.</u></b>	<b><u>Date Applied</u></b>
ITTR	76/027,156	04/17/00
Roll-Tect	76/171,549	11/27/00
Clargard	75/122,277	06/19/96
Simulite	76/122,219	09/05/00
Simula Safe	75/716,869	05/27/99
Simula Safe	75/716,408	05/27/99
Simula Safe	75/716,870	05/27/99
Simula Safe	75/716,407	05/27/99
Simula Safe	75/716,406	05/27/99
Simula Safe	75/716,404	05/27/99
Simula Safe	75/716,405	05/27/99

**Trademark Application**  
**Description**

**U.S. Application No.**

**Date Applied**

Reinventing The Technology  
Of Safety

75/854,899

11/22/99

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, the "Agreement") made as of this 26~~th~~ day of September, 2001 by SIMULA, INC., an Arizona corporation ("Company") in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation ("Holder"):

### W I T N E S S E T H

WHEREAS, Company, the subsidiaries and Holder are parties to a certain Loan Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Company and its subsidiaries by Holder;

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith among Company, certain subsidiaries of Company and Holder (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Company has granted to Holder, for the benefit of Lenders, a security interest in substantially all of the assets of Company including all right, title and interest of Company in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Company's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Company and its subsidiaries under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Company agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event of an express conflict among the terms and provisions set forth in this Agreement and any terms and provisions set forth in the Loan Agreement or Security Agreement, the conflicting terms and provisions of this Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Obligations, Company hereby grants to Holder, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Company's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill

of the business connected with the use of, and symbolized by, each Trademark;  
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Company against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Company warrants and represents to Holder that:

(i) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark listed on Schedule 1, free and clear of any security interests, liens, charges and encumbrances (other than security interests in favor of CIT and subject to the provisions of the Intercreditor Agreement), including without limitation licenses and covenants by Company not to sue third persons;

(ii) Company has no notice of any suits or actions commenced or threatened with reference to any Trademark;

(iii) Company has the unqualified right to execute and deliver this Agreement and perform its terms; and

(iv) Schedule 1 sets forth a list of all federally registered Trademarks owned by Company.

4. Restrictions on Future Agreements. Company agrees that until Company's Secured Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Company shall not, without the prior written consent of Holder, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Company further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Holder under this Agreement.

5. Product Quality. Company agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Holder, upon Holder's request from time to time, with a certificate of an officer of Company certifying Company's compliance with the foregoing. Upon the occurrence of an Event of Default, Company agrees that Holder, or a conservator appointed by Holder, shall have the right to establish such additional product quality controls as Holder, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Company under the Trademarks.

6. New Trademarks. If, before Company's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Company shall (i) become aware of any existing federally registered Trademarks of which Company has not previously informed Holder, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Company shall give to Holder prompt written notice thereof. Company hereby authorizes Holder to modify this Agreement by amending Schedule 1 to include any such Trademarks.

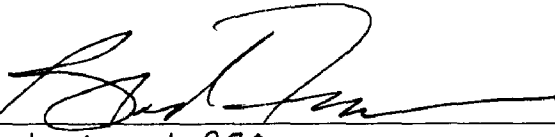
7. Duties of Company. Company shall (i) file and prosecute diligently any trademark applications pending as of the date hereof, or hereafter as reasonably deemed appropriate by Company, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Company (iii) ensure that the Trademarks are and remain enforceable.

8. Holder's Right to Sue. After an Event of Default, Holder shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Holder shall commence any such suit, Company shall, at the request of Holder, do any and all lawful acts and execute any and all proper documents required by Holder in aid of such enforcement and Company shall promptly, upon demand, reimburse and indemnify Holder for all costs and expenses incurred by Holder in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Holder hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Company hereby authorizes Holder upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Holder as Holder may select, in its sole discretion, as Company's true and lawful attorney-in-fact, with power to (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Holder in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Holder deems to be in the best interest of Holder, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Company's Secured Obligations shall have been paid in full and the Loan Agreement has been terminated. Company hereby further acknowledges and agrees that the use by Holder of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Holder to Company.

IN WITNESS WHEREOF, Company has duly executed this Agreement as of the date first written above.

SIMULA, INC.

By   
Its President and CEO

Agreed and Accepted  
As of the Date First Written Above

ALLIED CAPITAL CORPORATION

By   
Its Principal

**SCHEDULE 1**

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