

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARMOR HOLDINGS, INC.		08/12/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	231 S. LaSalle Street
Internal Address:	Mail Code: IL1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	a National Banking Association:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2600381	ARMOR HOLDINGS
Registration Number:	2590789	ARMOR HOLDINGS
Registration Number:	2676285	ARMOR HOLDINGS
Registration Number:	2590793	ARMOR HOLDINGS
Registration Number:	2593882	
Registration Number:	2590792	ARMOR HOLDINGS
Registration Number:	2653352	ARMOR HOLDINGS
Registration Number:	2653351	
Registration Number:	2590791	
Registration Number:	2653350	
Registration Number:	2549500	ARMORGROUP
Registration Number:	2549501	ARMORGROUP
Registration Number:	2669859	L.E.V.A.
Registration Number:	2692037	

OP \$590.00 2600381

Serial Number:	78257813	DIRECT IMPACT
Serial Number:	76215823	MARKTRACK
Serial Number:	76215193	MARKNET
Serial Number:	76216331	MARKSCOPE
Serial Number:	76216333	DOMAINPROBE
Serial Number:	76216332	DOMAINSAFE
Serial Number:	76216342	MARKPROBE
Serial Number:	76146696	IPAP
Serial Number:	75882227	FINDS

CORRESPONDENCE DATA

Fax Number: (704)353-3692

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704.331.5792

Email: docket@kennedycovington.com

Correspondent Name: Karl S. Sawyer, Jr.

Address Line 1: 214 North Tryon Street

Address Line 2: Hearst Tower, 47th Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:

0016221.00021

NAME OF SUBMITTER:

Marcia Siuda, Trademark Paralegal

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of August 12, 2003 by ARMOR HOLDINGS, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") under the Credit Agreement (as defined below).

The Grantor owns certain trademarks and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is party to the trademark licenses listed on Schedule 2 annexed hereto; and

Pursuant to the terms of the Collateral Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, certain other subsidiaries of Armor Holdings, Inc. (the "Borrower") and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all Trademark Collateral (as hereinafter defined) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations owing by the Borrower under the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Borrower, the Lenders party thereto and the Administrative Agent, and the other Loan Documents described in the Credit Agreement. All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Credit Extensions to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

1. Grant of Security Interest. The Grantor does hereby grant to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all Trademarks, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto together with any divisions or renewals thereof;

(b) all Trademark Licenses and other agreements providing the Grantor with the right to use, or pursuant to which such Grantor provides the right to use, any of the items described in Section 1(a) (other than any such agreement that by its terms prohibits the granting

of a security interest therein), including each Trademark License referred to in Schedule 2 annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Section 1(a) or Section 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark License.

2. Other Security Interests. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

3. Restrictions on Future Agreements. The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with such Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Administrative Agent, and the Grantor further agrees that it will 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 materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

4. New Trademarks. The Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1 and the Trademark Licenses listed on Schedule 2 constitute all of the Trademarks now owned by or licensed to such Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or in any foreign country or (ii) become entitled to the

benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

5. Lenders Not Liable. Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitations, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

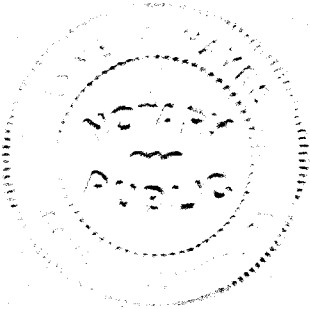
7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Grantor, the Administrative Agent and the Lenders and their successors and assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors has caused this Agreement to be duly executed by a duly authorized officer thereunto, all as of the date first set forth above.

ARMOR HOLDINGS, INC.,
as Grantor

By: Phil Baratelli
Name: Phil Baratelli
Title: Controller and Treasurer



ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF CAMDEN

I, ANNE M. HAYES, a Notary Public for said County and State, do hereby certify that Phil Baratelli personally appeared before me this day and stated that he is Controller and Treasurer of Armor Holdings, Inc. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 12th day of August, 2003.

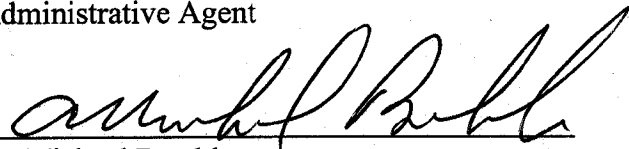
Anne M. Hayes
Notary Public

My commission expires:

Notary Public, Camden County, Georgia
My Commission Expires Sept. 17, 2004

Agreed and Accepted as of August 12, 2003.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Michael Brashler
Title: Vice President and Senior Agency Officer

[Acknowledgment Follows]

Schedule 1
to Trademark
Security Agreement

TRADEMARK APPLICATIONS AND REGISTRATIONS

See Attached Chart

2171305.03
LIB: CH

TRADEMARK
REEL: 002829 FRAME: 0116

ARMOR HOLDINGS (GROUPED) HOLDINGS

Owner: Armor Holdings, Inc.

13386 International Parkway
Jacksonville, FL 32218

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1379	United States	DIRECT IMPACT	13	78/257,813	06/03/2003				No
910	United States	MARKTRACK	16, 35, 41, 42	76/215823	02/22/2001				Yes
912	United States	MARKNET	16, 35, 41, 42	76/215193	02/22/2001				Yes
946	United States	MARKSCOPE	16, 35, 41, 42	76/216331	02/23/2001				Yes
948	United States	DOMAINPROBE	16, 35, 41, 42	76/216333	02/23/2001			10/29/2002	Yes
949	United States	DOMAINSAFE	16, 35, 41, 42	76/216332	02/23/2001				Yes
950	United States	MARKPROBE	16, 35, 41, 42	76/216342	02/23/2001				Yes
951	United States	ARMOR HOLDINGS Plus Design	9	76/138176	09/28/2000	2,600,381	07/30/2002		No
952	United States	ARMOR HOLDINGS	9	76/137928	09/28/2000	2,590,789	07/09/2002		No
953	United States	ARMOR HOLDINGS	13	76/138181	09/28/2000	2,676,285	01/21/2003		No
954	United States	ARMOR HOLDINGS	18	76/138180	09/28/2000	2,590,793	07/09/2002		No
955	United States	ARMOR HOLDINGS	9	76/138177	09/28/2000	2,593,882	07/16/2002		No
956	United States	Miscellaneous Design							
956	United States	ARMOR HOLDINGS Plus Design	18	76/138179	09/28/2000	2,590,792	07/09/2002		No
957	United States	ARMOR HOLDINGS Plus Design	13	76/138189	09/28/2000	2,653,352	11/26/2002		No
958	United States	Miscellaneous Design	i3	76/138185	09/28/2000	2,653,351	11/26/2002		No
959	United States	Miscellaneous Design	18	76/138178	09/28/2000	2,590,791	07/09/2002		No
960	United States	Miscellaneous Design	42	76/138167	09/28/2000	2,653,350	11/26/2002		No
961	United States	ARMORGROUP	35	76/138366	09/28/2000	2,549,500	03/19/2002		No
962	United States	ARMORGROUP	42	76/138367	09/28/2000	2,549,501	03/19/2002		No
963	United States	LEVA	13	76/118730	08/23/2000	2,669,859	12/31/2002	10/23/2001	Yes
1042	United States	IPAP	9, 35, 36, 41, 42	76/146696	10/12/2000				Yes
1043	United States	FINDS	9, 35, 36, 41, 42	75/882227	12/27/1999				Yes
1121	United States	Misc. Design	42	76/137925	09/28/2000	2,692,037	03/04/2003		No

TRADEMARK

REEL: 002829 FRAME: 0117

Schedule 2
to Trademark
Security Agreement

TRADEMARK LICENSES

None

2171305.03
LIS: CH