

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
DEFENSE TECHNOLOGY CORPORATION OF AMERICA		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: 33

Property Type	Number	Word Mark
Registration Number:	2006018	FERRET
Registration Number:	2006017	
Registration Number:	2019025	FERRET
Registration Number:	2011814	FERRET
Registration Number:	1725445	FEDERAL LABORATORIES
Registration Number:	0957550	SKAT SHELL
Registration Number:	0904554	FEDERAL LABORATORIES INC. SALTSBURG, PENNA.
Registration Number:	864805	TRIPLE-CHASER
Registration Number:	877271	MINI-STREAMER
Registration Number:	2258665	MPG
Registration Number:	1709315	STINGER
Registration Number:	1658154	DISTRACTION DEVICE
Registration Number:	1903507	THE RIOT EXTINGUISHER
Registration Number:	1815823	

OP \$840.00 2006018

Registration Number:	1792165	DEF-TEC PRODUCTS
Registration Number:	1792164	DEF-TEC PRODUCTS
Registration Number:	1763666	FIRST DEFENSE
Registration Number:	2124862	RESCUE
Registration Number:	2143564	LE - 10
Registration Number:	2102470	BODYGUARD
Registration Number:	2019654	911
Registration Number:	2012484	SAFE-KEY
Registration Number:	1946593	PEPPER GAS
Registration Number:	2076047	JUSTICE II
Registration Number:	2091673	SAFE-T-KEY
Registration Number:	2108115	BODIGUARD
Registration Number:	1644152	"BODIGUARD"
Registration Number:	1949522	JUSTICE
Serial Number:	76513299	HYDROSHIELD
Serial Number:	75879365	QUICK TOP
Serial Number:	75916886	DEFEND I
Serial Number:	75916885	DEFEND II
Serial Number:	75591877	BEARGUARD

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: 9
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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 DEFENSE TECHNOLOGY CORPORATION OF AMERICA, 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]

DEFENSE TECHNOLOGY CORPORATION OF
AMERICA,
as Grantor

By: *Phil Baratelli*
Name: Phil Baratelli
Title: Vice President

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 Vice President of Defense Technology Corporation of America and acknowledged the due execution of the foregoing instrument.

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

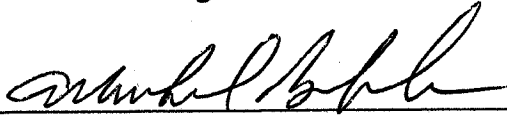
Anne M. Hayes
Notary Public

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: 0588

Owner: Defense Technology Corporation of America

13386 International Parkway
Jacksonville, FL 32218

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
85	United States	FERRET	1	74/734,622	10/08/1996	2,006,018	10/08/1996		No
86	United States	Design Only	1	74/734,604	09/26/1995	2,006,017	10/08/1996		No
87	United States	FERRET	1	74/734,507	09/26/1995	2,019,025	11/26/1996		No
88	United States	FERRET	1	74/734,506	09/26/1995	2,011,814	10/29/1996		No
109	United States	FEDERAL LABORATORIES	13	74/210,230	10/04/1991	1,725,445	10/20/1992		No
113	United States	SKAT SHELL	13	72/415,970	02/18/1972	0,957,550	04/24/1973		No
114	United States	FEDERAL LABORATORIES INC. SALTSBURG, PA	13	72/302,402	07/10/1968	0,904,554	12/22/1970		No
115	United States	Triple-Chaser	13	72/302,397	07/10/1968	864,805	02/18/1969		No
116	United States	Mini-Streamer	13	72/302,396	07/10/1968	877,271	09/23/1969		No
175	United States	MPG	13	75/349,831	09/02/1997	2,258,665	07/06/1999		No
1269	United States	HYDROSHIELD	17	76/513,299	05/08/2003				No
920	United States	STINGER	13	74/073,179	06/27/1990	1,709,315	08/18/1992		No
921	United States	DISTRACTION DEVICE	13	74/092,569	08/30/1990	1,658,154	09/24/1991		No
922	United States	THE RIOT EXTINGUISHER	13	74/420,645	08/05/1993	1,903,507	07/04/1995		No
923	United States	Eagle and Shield Design	13	74/383,770	04/28/1993	1,815,823	01/11/1994		No
925	United States	DEF-TEC PRODUCTS (& Flag Design)	13	74/249,709	02/26/1992	1,792,165	09/07/1993		No
926	United States	DEF-TEC PRODUCTS	13	74/249,707	02/26/1992	1,792,164	09/07/1993		No
927	United States	FIRST DEFENSE	13	74/244,406	02/10/1992	1,763,666	04/06/1993		No
1056	United States	RESCUE	5	75/084413	04/05/1996	212,4862	12/30/1997		No
1057	United States	QUICK TOP	1	75/879365	12/27/1999			02/19/2002	Yes
1058	United States	DEFEND I	1	75/916886	02/11/2000			11/27/2001	Yes
1059	United States	DEFEND II	1	75/916885	02/11/2000			11/27/2001	Yes
1060	United States	LB - 10	1	75/184117	10/21/1996	2143564	03/10/1998		No
1061	United States	BODYGUARD	13	74/504866	03/25/1994	2102470	10/07/1997		No
1062	United States	911	13	74/568785	09/01/1994	2019654	11/26/1996		Yes
1063	United States	SAFE-KEY	13	74/585890	10/14/1994	2012484	10/29/1996		Yes
1064	United States	PEPPERGAS	1	74/595514	11/07/1994	1946593	01/09/1996		No
1065	United States	JUSTICE II	13	74/585898	10/14/1994	2076047	07/01/1997		No
1066	United States	SAFE-T-KEY	1	74/611211	12/15/1994	2091673	08/26/1997		Yes
1067	United States	BODIGUARD	1	74/675352	05/17/1995	2108115	10/28/1997		No
1068	United States	"BODIGUARD"	1	74/067953	06/11/1990	1644152	05/14/1991		No

TM Rights (Controlled by owner)

1069	United States	BEARGUARD	5	75/591877	11/19/1988			No
1072	United States	JUSTICE	1	74/490067	02/15/1994	1949522	01/16/1996	Yes
1123	United States	Design (Eagle)	13	74/508997	04/04/1994	1815823	03/28/1995	No

TRADEMARK

Schedule 2
to Trademark
Security Agreement

TRADEMARK LICENSES

None

2171385-05
US CH