

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Armor Holdings, Inc.		11/26/2003	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Armorgroup International, Inc.
<b>Street Address:</b>	One Colonial Place, 10571 Telegraph Road, Suite 130
<b>City:</b>	Glen Allen
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23059
<b>Entity Type:</b>	Corporation-State:

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2549500	ARMORGROUP
Registration Number:	2549501	ARMORGROUP

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)254-3009
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	acohen@kanekessler.com
<b>Correspondent Name:</b>	Kane Kessler, P.C.
<b>Address Line 1:</b>	1350 Avenue of the Americas
<b>Address Line 4:</b>	New York, NEW YORK 10019

<b>NAME OF SUBMITTER:</b>	Adam M. Cohen
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<b>Total Attachments: 4</b> source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif
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OP \$65.00 2549500

THIS ASSIGNMENT is made on 26

November 2003

**BETWEEN:**

- (1) **ARMOR HOLDINGS INC.** a corporation incorporated under the laws of the State of Delaware whose principal office is at 1400 Marsh Landing Parkway, Suite 112, Jacksonville, FL 32250, U.S.A (the "Assignor"); and
- (2) **ARMORGROUP INTERNATIONAL INC.** a corporation organised under the laws of the State of Delaware, USA with Tax ID Number (EIN) 43-2034282 (the "Assignee").

**RECITAL**

Pursuant to an agreement of even date for the sale and purchase of ArmorGroup Services between (amongst others) the Assignor and Armor Group International Limited (the "Sale Agreement") the Assignor has agreed to assign on the terms set out therein the registered trade marks set out the schedule (the "Trade Marks") to the Assignee and to execute this assignment.

**THE PARTIES AGREE AS FOLLOWS:**

1. In pursuance of the Sale Agreement and in consideration of the consideration set out therein (receipt of which the Assignor hereby acknowledges) the Assignor does hereby assign with full title guarantee all its right, title and interest in the Trade Marks, including all its statutory and common law rights attaching thereto and its right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
2. The Assignor confirms that this assignment is made with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor.
3. The Assignor shall at the expense of the Assignee do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest the Trade Marks or any one or more of them in the Assignee or otherwise to give effect to this assignment.
4. The Assignor warrants that this assignment is the only transaction, instrument or act of any kind entered into or effected by the Assignor in disposition of the Trade Marks and the appurtenant rights hereby assigned.
5. This agreement may be executed in counterparts which together shall constitute one agreement. Each party may enter into this agreement by executing a counterpart and this agreement shall not take effect until it has been executed by both parties.
6. This assignment shall be governed by and construed in accordance with English law and the English courts shall have non-exclusive jurisdiction in respect of it.

**IN WITNESS** whereof this assignment has been executed on the date first above written.

**SCHEDULE  
The Trade Marks**

Mark and number	Territory	Owner	Classes	Status
ARMORGROUP 2549501	US	Armor Holdings, Inc	42	Registered
ARMORGROUP 2549500	US	Armor Holdings, Inc	35	Registered
MARKTRACK 76/215823	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
MARKSCOPE 76/216331	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
DOMAINPROBE 76/216333	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
DOMAINSAFE 76/216332	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
MARKPROBE 76/216342	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
MARKNET 76/215193	US	Armor Holdings, Inc	16, 35, 41 and 42	Pending
IPAP 76/146696	US	Armor Holdings, Inc	9, 35, 36, 41 and 42	Pending
FINDS 75/882227	US	Armor Holdings, Inc	9, 35, 36, 41 and 42	Pending

Signed by )  
Robert R. Schiller )  
Chief Operating Officer and )  
Chief Financial Officer )  
for and on behalf of **ARMOR**  
**HOLDINGS INC.**

X - 

Signed by )  
for and on behalf of **ARMORGROUP**  
**INTERNATIONAL INC.**

Signed by )  
 )  
for and on behalf of ARMOR )  
HOLDINGS INC. )

Signed by )  
 )  
for and on behalf of ARMORGROUP )  
INTERNATIONAL INC. )

