FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
**TRADEMARK**

# RECORDATION FORM COVER SHEET
# TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

## Submission Type

- [ ] New
- [x] Resubmission (Non-Recordation) Document ID # 700079611
- [ ] Correction of PTO Error Reel # ____ Frame # ____
- [ ] Corrective Document Reel # ____ Frame # ____

## Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: ____

## Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: O'GARA-HESS & EISENHARDT ARMORING COMPANY, L.L.C.

Execution Date Month Day Year: 08/12/2003

Formerly: ____

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other: limited liability company
- [x] Citizenship/State of Incorporation/Organization: Delaware

## Receiving Party

[ ] Mark if additional names of receiving parties attached

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

DBA/AKA/TA: ____

Composed of: ____

Address (line 1): 231 S. LaSalle Street

Address (line 2): Mail Code: IL1-231-08-30

Address (line 3): Chicago (City) IL (State/Country) 60604 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other: a National Banking Association
- [ ] Citizenship/State of Incorporation/Organization: ____

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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## Domestic Representative Name and Address

**Enter for the first Receiving Party only.**

| | |
|---|---|
| Name | |
| Address (line 1) | |
| Address (line 2) | |
| Address (line 3) | |
| Address (line 4) | |

## Correspondent Name and Address

Area Code and Telephone Number: 704.331.7400

| | |
|---|---|
| Name | Karl S. Sawyer, Jr. |
| Address (line 1) | Kennedy Covington Lobdell & Hickman, LLP |
| Address (line 2) | Hearst Tower, 47th Floor |
| Address (line 3) | 214 North Tryon Street |
| Address (line 4) | Charlotte, NC 28202 |

## Pages

**Enter the total number of pages of the attached conveyance document including any attachments.** # 8

## Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---|---|---|---|---|---|
| 78/932,943 | 75/932,941 | | 2,278,830 | 2,154,648 | 2,667,636 |
| | | | 2,685,165 | | |
| | | | | | |

## Number of Properties

**Enter the total number of properties involved.** # 6

## Fee Amount

**Fee Amount for Properties Listed (37 CFR 3.41):** $

**Method of Payment:** Enclosed ☐ Deposit Account ☐

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

**Deposit Account Number:** # See attached notice**

**Authorization to charge additional fees:** Yes ☐ No ☐

## 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. Charges to deposit account are authorized, as indicated herein.***

| Karl S. Sawyer, Jr. | Karl S. Sawyer | May 6, 2004 |
|---|---|---|
| **Name of Person Signing** | **Signature** | **Date Signed** |

# 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 O'GARA-HESS & EISENHARDT ARMORING COMPANY, L.L.C., a Delaware limited liability company (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



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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]

O'GARA-HESS & EISENHARDT ARMORING COMPANY, L.L.C.
as Grantor

By: _____
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 O'Gara-Hess & Eisenhardt Armoring Company, L.L.C. 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

[Trademark Security Agreement – Armor Holdings, Inc.]

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

21713.05.03
LIB: CH

Owner: O'Gara Hess & Eisenhardt Armoring Company, LLC

| ID | Country | Mark | Classes | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU |
|---|---|---|---|---|---|---|---|---|---|
| 1522 | United States | O'GARA-HESS & EISENHARDT48 | 12, 40, 41 | 75/932941 | 03/02/2000 | | | | No |
| 1523 | United States | O'GARA-HESS & EISENHARDT & Design45 | 12, 40, 41 | 75/932942 | 03/02/2000 | | | | No |
| 1527 | United States | O'GARA.COM WEB SITE | | | | TXU834-372 | 08/09/1999 | | No |
| 1575 | United States | OGE DESIGN | 12, 40, 41 | 78/932,943 | 03/02/2000 | | | | No |
| 1124 | United States | O'GARA-HESS & EISENHARDT ARMORING COMPANY | 12 | 75/387043 | 11/10/1997 | 2278830 | 09/21/1999 | | No |
| 1125 | United States | O'GARA-HESS & EISENHARDT ARMORING COMPANY | 6, 21, 40 | 75/184412 | 10/21/1996 | 2154648 | 05/05/1998 | | No |
| 1126 | United States | O'GARA-HESS & EISENHARDT | 12, 40, 41 | 75/932941 | 03/02/2000 | | | 02/11/2003 | Yes |
| 1127 | United States | O'GARA-HESS & EISENHARDT | 12, 40, 41 | 75/932942 | 03/02/2000 | 2,667,636 | 12/31/2002 | | Yes |
| 1128 | United States | OGE | 12, 40, 41 | 75/932943 | 03/02/2000 | 2,685,165 | 02/11/2003 | | Yes |

Schedule 2
to Trademark
Security Agreement

**TRADEMARK LICENSES**

None

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