



To the Honorable Commissioner of Patents

102611292

1 documents or copy thereof.

1. Name of conveying party(ies):
LaSalle Bank National Association **11.3-03**

Individual(s) Association
 General partnership Limited Partnership
 Corporation - State _____
 Other National Bank

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Agreement

Effective Date August 6, 2003

2. Name and address of receiving party(ies)

Name: Lawman Armor Corporation
Internal Address: 1434 Sugartown Road
Street Address: _____
City: Berwyn State: PA ZIP: 19312

Individual(s) citizenship _____
 Association _____
 General partnership _____
 Limited Partnership _____
 Corporation-State Pennsylvania
 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):

A. Trademark Application No.(s)
76359197; 76357615; 76357614; 76357613;
76357612; 76357601; 76357600; 76357349;
76357348; 76340443; 75982984; 75689072

B. Trademark Registration No.(s)
2625892; 2493196; 2489742; 2303431;
2263728; 2358190

11-03-2003
U.S. Patent & TMO/TM Mail Rcpt Dt. #66

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

Name: Roberta Jacobs-Meadway, Esquire
Internal Address: Ballard Spahr Andrews & Ingersoll, LLP
Street Address: 1735 Market Street, 51st Floor
City: Philadelphia State: PA Zip: 19103-7599

6. Total number of applications and registrations involved: 18

7. Total Fee (37 CFR 3.41) \$ 465.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-0755
(Attach duplicate copy of this page if paying by deposit account)

11/28/2003 DEVRME 00000243 020755 76359197
01 FC:8521
08 FC:8522

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.

Roberta Jacobs-Meadway
Name of Person Signing [Signature] 10/31/03
Signature Date

Total number of pages including cover sheet, attachments, and document: 5

MEMORANDUM OF AGREEMENT

WHEREAS, on May 9, 2001, Lawman Armor Corporation, a Pennsylvania corporation ("Lawman"), borrowed certain funds from LaSalle Bank National Association (the "Bank") pursuant to a Loan and Security Agreement of such date, as amended (the "Loan Agreement") and executed and delivered a promissory note to the Bank in respect of such loan (the "Note"); and

WHEREAS, the repayment of the loan provided for in the Loan Agreement (the "Loan") was secured by the grant of a security interest in favor of the Bank in certain collateral described and defined therein (the "Security Interest" or "Security Interests"); and

WHEREAS, such Security Interest was perfected by the filing, on May 21, 2001, of Recordation Forms (Trademark Only) with the United States Patent and Trademark Office (Reel No. 2299/Frame No. 126) (the "Recorded Lien"); and

WHEREAS, on June 16, 2003, Trillium Holdings, LLC, an Illinois limited liability company ("Trillium"), purchased the Note and succeeded to all of the rights of the Bank under the Loan Agreement; and

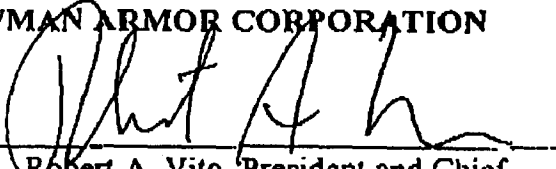
WHEREAS, pursuant to an agreement dated August 6, 2003 (the "Agreement"), Lawman paid to Trillium all sums due to Trillium under the Note and Loan Agreement and Trillium agreed to the execution and delivery of this Memorandum of Agreement and further agreed to the filing of this Memorandum of Agreement for the purpose of terminating and releasing the Security Interest;

NOW, THEREFORE, pursuant to the terms of the Agreement:

1. Any and all Security Interests in and to all trademarks and trademark applications of Lawman Armor Corporation created by any filing by or on behalf of the Bank or Trillium in the United States Patent and Trademark Office ("USPTO") including, but not limited to, the Recorded Lien and the intellectual property set forth on Exhibit A hereto, are hereby terminated and released by Trillium.
2. Lawman Armor Corporation is authorized to file and record this Memorandum of Agreement in the USPTO for the aforesaid purpose.

LAWMAN ARMOR CORPORATION

By: _____


Robert A. Vito, President and Chief
Executive Officer

TRILLIUM HOLDINGS, LLC

By: _____

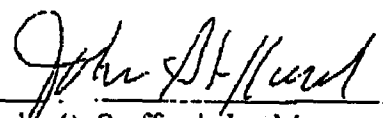

John S. Stafford, Jr., Manager

EXHIBIT A

All trademarks and trademark applications of Lawman Armor Corporation including, without limitation, those trademarks and trademark applications listed on the Rider attached hereto and hereby made a part hereof, and:

- (i) all income, damages and payments now and hereafter due or payable under or with respect thereto including, without limitation, damages and payments for past or future infringements thereof;
- (ii) the right to sue for past, present and future infringements thereof;
- (iii) the goodwill of Lawman Armor Corporation's business connected with, and symbolized by, such trademarks and trademark applications;
- (iv) all rights corresponding thereto throughout the world; and
- (v) all license agreements with respect to any of such trademark properties, whether Lawman Armor Corporation is a licensor or licensee under any such license agreement.

RIDER

LAWMAN ARMOR MARKS

MARK	SER./REG. NO	FIL./REG. DATE
UNBREAKABLE FORT KNOX	76/359,197	1/15/02
UNBREAKABLE CYCLE LOCK	76/357,615	1/10/02
UNBREAKABLE HITCH LOCK	76/357,614	1/10/02
UNBREAKABLE BOLT LOCK	76/357,613	1/10/02
UNBREAKABLE TRAILER LOCK	76/357,612	1/10/02
UNBREAKABLE PAD LOCK	76/357,601	1/10/02
UNBREAKABLE CAR BAR	76/357,600	1/10/02
UNBREAKABLE HASP	76/357,349	1/10/02
UNBREAKABLE GUN LOCK	76/357,348	1/10/02
UNBREAKABLE	76/340,443	11/21/01
UNBREAKABLE	75/982,984	11/21/01
UNBRAKEABLE	2,625,892	9/24/02
UNBRAKEABLE	75/689,072	4/21/99
THE UNBRAKEABLE BOAT LOCK	2,493,196	9/25/01
THE UNBRAKEABLE AUTO LOCK	2,489,742	9/18/01
THE UNBRAKEABLE AUTO LOCK & Design	2,303,431	12/28/99
LAWMAN ARMOR	2,263,728	7/20/99
LAWMAN	2,358,190	6/13/00