

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Code3, Inc.		12/22/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Scotland
Street Address:	155 Bishopsgate
Internal Address:	Level 7, Bishopsgate Exchange
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M3YB
Entity Type:	TRUSTEE: UNITED KINGDOM

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1703008	ARROWSTIK
Registration Number:	935596	ASTRO FLASH
Registration Number:	1796241	CODE 3
Registration Number:	1198503	CODE 3
Registration Number:	1706543	DASHLASER
Registration Number:	1783329	DECKBLASTER
Registration Number:	2285285	EXCALIBUR
Registration Number:	1917224	FIRE-FLASH II
Registration Number:	1801503	INTENSITY
Registration Number:	2353337	MX 7000
Registration Number:	2330183	NIGHTPROBE
Registration Number:	1339110	NOVA FLASH
Registration Number:	1725328	SAF-T-III

CH \$640.00 1703008

Registration Number:	1035730	TUF-FLASH
Registration Number:	1800021	ULTRA-LITE
Registration Number:	1474008	V-CON
Registration Number:	1903499	VIBRA-SHIELD
Registration Number:	2543252	CODE 360
Registration Number:	2605696	D-TECH
Registration Number:	2881769	JAVELIN
Registration Number:	2936395	SUPERVISOR
Registration Number:	2507476	TACTICAL TAKEDOWN
Serial Number:	78356228	QUANTUM FLASH
Serial Number:	78493063	PSE AMBER
Registration Number:	1551778	INTERCLEAR

CORRESPONDENCE DATA

Fax Number: (312)630-7388
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-368-4058
Email: thomas.ryan@dlapiper.com
Correspondent Name: Thomas W. Ryan
Address Line 1: P.O. Box 64807
Address Line 2: DLA Piper Rudnick Gray Cary US LLP
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER: 313847-89

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Thomas W. Ryan

Signature: //Thomas W. Ryan//

Date: 01/10/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2005, by CODE 3, INC. ("**Pledgor**"), in favor of THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, in its capacity as security trustee (the "**Security Trustee**") under the Facility Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Security Beneficiaries (as hereinafter defined).

WITNESSETH:

WHEREAS, Pledgor is a party to that certain Facility Agreement dated December 22, 2005 (the "Facility Agreement") among (1) Pledgor, (2) Seton House Acquisition Limited, a company incorporated in England and Wales with registered number 4228155 (the "Principal Borrower") and wholly owned subsidiary of Seton House Group Limited, a company incorporated in England and Wales with registered number 4230439 (the "Parent"), (3) the other Borrowers and Guarantors named therein (each together with Pledgor, Principal Borrower and Parent, individually, an "Obligor", and collectively, the "Obligors"), (4) the Lenders a party thereto from time to time (collectively, the "Lenders"), (5) The Governor and Company of the Bank of Scotland as Agent, Security Trustee and Issuing Bank and (6) Allied Irish Banks, p.l.c., Lloyds TSB Bank PLC and The Governor and Company of the Bank of Scotland, as Arrangers;

WHEREAS, Pledgor is a party to that certain Security Agreement, dated December 22, 2005 (the "Security Agreement") among Pledgor, the other Pledgors named therein and Security Trustee; and

WHEREAS, pursuant to the Facility Agreement, Pledgor is required to execute and deliver to Security Trustee, for itself and for the Security Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Pledgor hereby grants to Security Trustee, on behalf of itself and the Security Beneficiaries, a continuing first priority security interest in all of Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Licenses for Trademarks to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License for Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, on behalf of itself and the Security Beneficiaries, pursuant to the Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

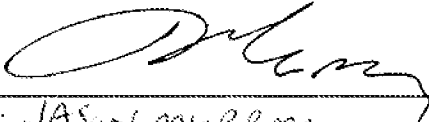
IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CODE 3, INC.

By: _____
Name: _____
Title: _____

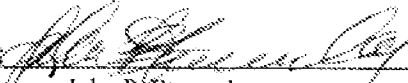
ACCEPTED AND ACKNOWLEDGED BY:

THE GOVERNOR AND COMPANY OF
THE BANK OF SCOTLAND, as Security
Trustee

By: 
Name: JASON MURRAY
Title: ASSOCIATE DIRECTOR

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CODE 3, INC.

By: 
Name: John P. Sterrenberg
Title: Vice President, Controller,
Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

THE GOVERNOR AND COMPANY OF
THE BANK OF SCOTLAND, as Security
Trustee

By: _____
Name: _____
Title: _____

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

See attached

Pledgor: Code 3, Inc.

Mark	Registration No.	Registration Date
Arrowstik	1,703,008	July 28, 1992
Astro Flash	0,935,596	13 June 1972 (renewed)
Code 3	1,796,241	October 5, 1993
Code 3	1,198,503	June 22, 1982
Dashlaser	1,706,543	August 11, 1992
Deckblaster	1,783,329	July 20, 1993
Excalibur	2,285,285	October 12, 1999
Fire-Flash II	1,917,224	Septembers, 1995
Intensity	1,801,503	October 26, 1993
Interclear	1,551,778	August 15, 1989
MX 7000	2,353,337	May 30, 2000
Nightprobe	2,330,183	March 14, 2000
Nova Flash	1,339,110	June 4, 1985
Saf-T-III	1,725,328	October 20, 1992
Tuf-Flash	1,035,730	16 March 1976 (renewed)
Ultra-Lite	1,800,021	October 19, 1993
V-Con	1,474,008	January 26, 1998
Vibra-Shield	1,903,499	July 4, 1995
CODE 360	2,543,252	February 26, 2002
D-TECH	2,605,696	August 6, 2002

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
JAVELIN	2,881,769	September 7, 2001
SUPERVISOR	2,936,395	March 29, 2005
TACTICAL TAKEDOWN	2,507,476	November 13, 2001

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Quantum Flash	78-356,228	January 23, 2004
PSE Amber	78-493,063	October 1, 2004