

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 |
|--|----------|----------------|-------------------------------------|
| LaSalle Business Credit, LLC, as Agent | | 04/03/2007 | LIMITED LIABILITY COMPANY: DELAWARE |
| Point Blank Body Armor, Inc. | | 04/03/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | LaSalle Business Credit, LLC, as Agent |
| Street Address: | 135 South LaSalle Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 28

| Property Type | Number | Word Mark |
|----------------|----------|-------------------------------------|
| Serial Number: | 78696584 | VISION |
| Serial Number: | 78597374 | PROTECTING AMERICA'S HEROES |
| Serial Number: | 78464844 | POINT BLANK BODY ARMOR INC. |
| Serial Number: | 78464833 | POINT BLANK BODY ARMOR |
| Serial Number: | 78397982 | A.P.E.S. |
| Serial Number: | 78397933 | ARMOR PROTECTION ENHANCEMENT SYSTEM |
| Serial Number: | 78361229 | GENESIS |
| Serial Number: | 78342148 | POINT BLANK BODY ARMOR INC. |
| Serial Number: | 76426170 | W.E.B.S. |
| Serial Number: | 76483482 | S.P.I.D.E.R. |
| Serial Number: | 76437574 | MRV-CT |
| Serial Number: | 76428777 | THE ROCK |
| Serial Number: | 76428614 | THE STORM |

OP \$715.00 78696584

| | | |
|----------------|----------|--------------------------------|
| Serial Number: | 76427817 | T-1 |
| Serial Number: | 76426828 | TRADITIONAL GENESIS |
| Serial Number: | 76426722 | LEGACY PREMIER |
| Serial Number: | 76426169 | NATO QR |
| Serial Number: | 76426168 | LEGACY |
| Serial Number: | 76426165 | TAC PANTS |
| Serial Number: | 76426045 | MULTI-IMPACT SUSPENSION SYSTEM |
| Serial Number: | 76425355 | COMFORT CONTOURING |
| Serial Number: | 76425353 | FUSION |
| Serial Number: | 76425352 | SL-73 |
| Serial Number: | 76425351 | GAMMA |
| Serial Number: | 76425350 | BLOCK 10 |
| Serial Number: | 76419089 | INTERCEPTOR |
| Serial Number: | 76419077 | PATHFINDER |
| Serial Number: | 76419076 | DISCOVERY |

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312 876 7708
Email: elizabeth.arnold2@lw.com
Correspondent Name: Latham & Watkins / Elizabeth Arnold
Address Line 1: 233 South Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

| | |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 024265-0069 |
| NAME OF SUBMITTER: | Elizabeth Arnold |
| Signature: | /eca/ |
| Date: | 04/06/2007 |

Total Attachments: 6

source=First Supplement to Trademark Security Ageement Point Blank Body Armor#page1.tif
source=First Supplement to Trademark Security Ageement Point Blank Body Armor#page2.tif
source=First Supplement to Trademark Security Ageement Point Blank Body Armor#page3.tif
source=First Supplement to Trademark Security Ageement Point Blank Body Armor#page4.tif
source=First Supplement to Trademark Security Ageement Point Blank Body Armor#page5.tif
source=First Supplement to Trademark Security Ageement Point Blank Body Armor#page6.tif

FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**Supplement**") made as of this 3rd day of April, 2007, by Point Blank Body Armor, Inc., a Delaware corporation ("**Grantor**") in favor of LaSalle Business Credit, LLC, as agent ("**Agent**") for itself and various other lenders ("**Lenders**") with an office at 135 South LaSalle Street, Chicago, Illinois 60603.

WITNESSETH

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of September 24, 2001 (as amended, restated or otherwise modified from time to time, the "**Trademark Security Agreement**," which was recorded by Agent on October 4, 2001 at Reel 2377 Frame 0537 in the United States Patent and Trademark Office; capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Trademark Security Agreement); and

WHEREAS, Grantor has acquired certain new Trademarks (as defined in the Trademark Security Agreement), and pursuant to Section 5 of the Trademark Security Agreement, Grantor and Agent have agreed to supplement Schedule A to Trademark Security Agreement to include such new Trademarks.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Agent agree as follows:

1. Security Interest. Grantor, pursuant to the Trademark Security Agreement, granted to Agent a continuing security interest in all of its Trademarks. Grantor hereby ratifies and reaffirms such grant of continuing security, and acknowledges and agrees that such grant of security shall continue and remain in full force and effect from and after the execution, delivery and effectiveness of this Supplement with the same validity, enforceability, perfection and priority under this Supplement as existed under the Trademark Security Agreement. Without in any way limiting or otherwise affecting such existing grant of continuing security (including, without limitation, the attachment, validity, enforceability, perfection or priority thereof), and out of the abundance of caution, Grantor hereby grants to Agent, for the benefit of itself and the Lenders, a continuing security interest in all of its Trademarks, whether now or hereafter owned.

2. Supplement. The parties hereto agree that the Trademark Security Agreement is hereby supplemented and amended by adding to Schedule A to the Trademark Security Agreement the Trademarks listed on Schedule A hereto. The parties hereto acknowledge and agree that nothing contained in this Supplement shall be deemed to release or otherwise affect any of the Trademarks described on Schedule A to the Trademark Security Agreement as in effect immediately prior to the date of this Supplement.

3. Expenses. As set forth in the Loan Agreement, Grantor shall reimburse Agent for all costs and expenses, including, without limitation, legal expenses and reasonable attorneys' fees (whether for internal or outside counsel) incurred by Agent in connection with this Supplement.

4. Severability. The provisions of this Supplement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Supplement in any jurisdiction.

5. Binding Effect; Benefits. This Supplement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

6. Governing Law. This Supplement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

7. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


8. Ratification. Each of the Grantor and the Agent hereby acknowledges and agrees that except as expressly amended herein, all of those terms and provisions of the Trademark Security Agreement in effect immediately prior to the date of this Supplement are hereby ratified and confirmed in all respects and shall remain in full force and effect.

9. Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement. Any counterpart delivered by facsimile or other electronic transmission shall constitute, and have the same force and effect as, a manually signed counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

POINT BLANK BODY ARMOR INC.,
as Grantor

By: 
Name: John Steiner
Its: President

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.,
as Agent

By: _____
Name: _____
Its: _____

[Signature Page to First Supplement to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

POINT BLANK BODY ARMOR INC.,
as Grantor

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.,
as Agent

By: *[Signature]*
Name: *Ernest J. Abati*
Its: *First Vice President*

[Signature Page to First Supplement to Trademark Security Agreement]

SCHEDULE A
TO
FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

| | <u>Trademark</u> | <u>Serial Number</u> | <u>U.S. Registration No.</u> | <u>Registration Date</u> |
|-----|--|----------------------|------------------------------|--------------------------|
| 1. | Vision | 78696584 | | |
| 2. | Protecting America's Heroes | 78597374 | 3097719 | 5/30/06 |
| 3. | Point Blank Body Armor, Inc. | 78464844 | | |
| 4. | Point Blank Body Armor | 78464833 | | |
| 5. | A.P.E.S. | 78397982 | 2938291 | 4/05/05 |
| 6. | Armor Protection Enhancement System | 78397933 | 2980291 | 7/26/05 |
| 7. | Genesis | 78361229 | 2990581 | 8/30/05 |
| 8. | Point Blank Body Armor, Inc. | 78342148 | 2922997 | 2/01/05 |
| 9. | W.E.B.S. | 76426170 | 3043138 | 1/17/026 |
| 10. | S.P.I.D.E.R. | 76483482 | 2852809 | 6/15/04 |
| 11. | MRV-CT | 76437574 | 2761270 | 9/09/03 |
| 12. | The Rock | 76428777 | 2728925 | 6/24/03 |
| 13. | The Storm | 76428614 | 2704517 | 4/08/03 |
| 14. | T-1 | 76427817 | 2777517 | 10/28/03 |
| 15. | Traditional Genesis | 76426828 | 2709207 | 4/22/03 |
| 16. | Legacy Premier | 76426722 | 2719089 | 5/27/03 |
| 17. | Nato QR | 76426169 | 2704481 | 4/08/03 |
| 18. | Legacy | 76426168 | 2719081 | 5/27/03 |
| 19. | TAC Pants | 76426165 | 2730923 | 6/24/03 |
| 20. | Multi-Impact Suspension System | 76426045 | 2887910 | 9/21/04 |

Sch.A -1

| | | | | |
|-----|-----------------------|----------|---------|---------|
| 21. | Comfort Contouring | 76425355 | 2890495 | 9/28/04 |
| 22. | Fusion | 76425353 | 2868396 | 8/03/04 |
| 23. | SL-73 | 76425352 | 2723853 | 6/10/03 |
| 24. | Gamma | 76425351 | 2723852 | 6/10/03 |
| 25. | Block 10 | 76425350 | 2741421 | 7/29/03 |
| 26. | Interceptor | 76419089 | 2866014 | 7/27/04 |
| 27. | Pathfinder | 76419077 | 2820318 | 3/02/04 |
| 28. | Discovery | 76419076 | 2820317 | 3/02/04 |

U.S. TRADEMARK APPLICATIONS

None.