

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Subordinated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ray Allen Manufacturing, LLC		05/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Patriot Capital Funding, Inc.		
<b>Street Address:</b>	274 Riverside Avenue, First Floor		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76267555	RAY ALLEN	
<b>Serial Number:</b>	76267566	RAY ALLEN PROFFESIONAL K-9 EQUIPMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	203-353-6834		
<b>Email:</b>	clondon@eapdlaw.com		
<b>Correspondent Name:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 1:</b>	301 Tresser Boulevard		
<b>Address Line 2:</b>	Paralegal Christina London		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	50222.0017 PATRIOT CAPITA		
<b>NAME OF SUBMITTER:</b>	Christina London		
<b>Signature:</b>	/christina london/		

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Date:

06/29/2007

**Total Attachments: 5**

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## SUBORDINATED TRADEMARK SECURITY AGREEMENT (RAY ALLEN)

Subordinated Trademark Security Agreement, dated as of May 1, 2007 (the "Agreement"), by RAY ALLEN MANUFACTURING, LLC, a Delaware limited liability company ("Borrower" or "Grantor"), to and in favor of PATRIOT CAPITAL FUNDING, INC., a Delaware corporation ("Agent"), in its capacity as agent for the Purchasers (Agent, in such capacity, "Secured Party") identified in the Subordinated Secured Credit Agreement (as the same may be amended, restated, substituted, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, K&H MANUFACTURING, LLC, a Delaware limited liability company, KTPS REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company, Holdco (as defined therein), Sponsor (as defined therein), Agent and the Purchasers from time to time party thereto dated of even date herewith.

### WITNESSETH:

WHEREAS, the Grantor is party to a Subordinated Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral:

- (a) Trademarks listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent for the benefit of the Secured Parties in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing

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**TRADEMARK**  
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the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Intercreditor Agreement. Notwithstanding anything contained herein to the contrary, the liens and security interests granted to the Agent for the benefit of the Secured Parties under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

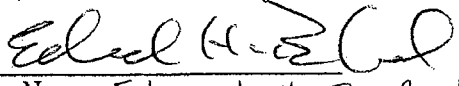
*[Signature page follows]*

[Signature Page to Subordinated Trademark Security Agreement]

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

Very truly yours,

RAY ALLEN MANUFACTURING, LLC  
a Delaware limited liability company

By: 

Name: Edward H. Benford  
Title: Vice President

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,  
a Delaware corporation, as Agent and Secured Party

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Subordinated Trademark Security Agreement]

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


Very truly yours,

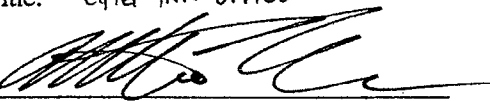
RAY ALLEN MANUFACTURING, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

PATRIOT CAPITAL FUNDING, INC.,  
a Delaware corporation, as Agent and Secured Party

By:   
Name: CLIFFORD WELLS  
Title: CHIEF FIN. OFFICER

By:   
Name: MATTHEW CORUCCI  
Title: MANAGING DIRECTOR

SCHEDULE I  
to  
Subordinated Trademark Security Agreement

Ray Allen Manufacturing, LLC's registered trademarks and trademark applications (U.S. only):

Trademark	App. No. Filing Date	Reg. No. Reg. Date
Ray Allen	7626755 June 6, 2001	2594212 July 16, 2002
Ray Allen Professional k-9 Equipment	76267566 June 6, 2001	2708545 April 22, 2003
Ray Allen Tactical Response Equipment	Application was abandoned because no statement of use was filed.	

Service marks and service mark applications: [            ]