

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Base-X, Inc.		08/22/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bear Stearns Corporate Lending Inc., as Second Lien Administrative Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2534311	BASE-X EXPEDITION SHELTERS	
Serial Number:	77157388	BASE-X EXPEDITION SHELTERS	
Serial Number:	77148702	BASE-X	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	031935-0315		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$90.00 2534311

Date:

08/23/2007

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is entered into by each of Base-X, Inc. and Hunter Manufacturing Company (each, a "Grantor" and collectively, the "Grantors"), in favor of BEAR STEARNS CORPORATE LENDING INC. ("BSCL"), in its capacity as Administrative Agent (in such capacity, and together with its successors in such capacity, the "Administrative Agent") for the benefit of the lenders from time to time parties to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, HDT Holdings, Inc., a Delaware corporation ("Holdings"), and HDT Acquisition, Inc., a Delaware corporation (which on the Closing Date shall be merged with and into Hunter Defense Technologies, Inc., a Delaware corporation ("HDT"), with HDT surviving such merger as the borrower) (the "Borrower"), have entered into that certain Second Lien Credit Agreement, dated as of August 22, 2007 (the "Credit Agreement"), with the several banks and other financial institutions or entities from time to time parties thereto as lenders (the "Lenders"), Bear, Stearns & Co. Inc. and Banc of America Securities LLC, as joint lead arrangers and joint bookrunners, Bank of America, N.A., as syndication agent, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that each Grantor shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of August 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of the following now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations pursuant to the Guarantee and Collateral Agreement:

(a) (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule I (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, or other violation thereof, including the right to receive all proceeds and damages therefrom; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the above, the grant of the security interest as provided herein shall not extend to, and for purposes hereof, Trademark Collateral shall not include, any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Release of Trademark Collateral. The release of the Administrative Agent's security interest in the Trademark Collateral created pursuant to the Guarantee and Collateral Agreement or any other Loan Document shall be effected in accordance with Section 8.16 of the Guarantee and Collateral Agreement.

SECTION 5. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties under this Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

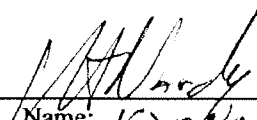
SECTION 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission (i.e., a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 22, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Holdings, the Borrower, BSCL, as First Lien Administrative Agent (as defined therein), BSCL, as Second Lien Administrative Agent (as defined therein), and certain other persons party or that may become party thereto from time to time. 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.

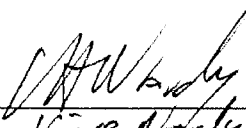
[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

HUNTER MANUFACTURING COMPANY

By: 
Name: Vince Hardy
Title:

BASE-X, INC.

By: 
Name: Vince Hardy
Title:

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003607 FRAME: 0893

BEAR STEARNS CORPORATE LENDING INC., as
Administrative Agent

By: 

Name:

Title:

VICTOR BULZACCHELLI
VICE PRESIDENT

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003607 FRAME: 0894

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Grantor	Jurisdiction	Trademark	App. No./ Reg. No.	App. Date/ Reg. Date	Record Owner	Status
Hunter Manufacturing Company	U.S	H & Design	888,276	3/24/1970	Hunter Manufacturing Company	Registered
Hunter Manufacturing Company	U.S	HUNTER	940,959	8/15/1972	Hunter Manufacturing Company	Registered
Hunter Manufacturing Company	U.S	WORLD READY	2,776,378	10/21/2003	Hunter Manufacturing Company	Registered
Hunter Manufacturing Company	U.S	CAMFIRE	2,843,812	5/18/2004	Hunter Manufacturing Company	Registered
Base-X, Inc.	U.S	BASE-X EXPEDITION SHELTERS & Design	2,534,311	1/29/2002	Base-X, Inc.	Registered
Base-X, Inc.	U.S	BASE-X EXPEDITION SHELTERS & Design	77/157,388	4/16/2007	Base-X, Inc.	Pending
Base-X, Inc.	U.S	BASE-X	77/148,702	4/4/2007	Base-X, Inc.	Pending

NY1316118.2

RECORDED: 08/23/2007

**TRADEMARK
REEL: 003607 FRAME: 0895**