

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONDITIONAL ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Choice Armor & Equipment, Inc.		09/14/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	One Sovereign Place
City:	New Bedford
State/Country:	MASSACHUSETTS
Postal Code:	02740-6300
Entity Type:	Federal Savings Bank:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78953433	OVP
Serial Number:	78953424	DAC
Serial Number:	78909384	THIN BLUE LINE
Registration Number:	2871750	FIRST CHOICE ARMOR
Serial Number:	78315282	FIRST CHOICE ARMOR WITH YOU. FOR LIFE.
Registration Number:	2721285	REVOLUTION

CORRESPONDENCE DATA

Fax Number: (401)272-5501
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (401) 490-9801
 Email: mhowell@rc-legal.com
 Correspondent Name: Marcus I. Howell, Esq.
 Address Line 1: 55 Dorrance Street
 Address Line 2: Suite 200

OP \$165.00 78953433

Address Line 4: Providence, RHODE ISLAND 02903

NAME OF SUBMITTER:

Marcus I. Howell

Signature:

/mh/

Date:

09/14/2007

Total Attachments: 8

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CONDITIONAL TRADEMARK ASSIGNMENT

BY

FIRST CHOICE ARMOR & EQUIPMENT, INC.

IN FAVOR OF

SOVEREIGN BANK

SEPTEMBER 14, 2007

CONDITIONAL TRADEMARK ASSIGNMENT

First Choice Armor & Equipment, Inc., a Massachusetts corporation having a principal place of business at 50 Braintree Office Park, Suite 103, Braintree, Massachusetts 02184 (“**Assignor**”) pursuant to the terms of a Security Agreement of even date herewith (as amended from time to time, the “**Security Agreement**”) has concurrently granted to **Sovereign Bank**, a federal savings bank having an office at One Sovereign Place, New Bedford, Massachusetts 02740-6300 (“**Assignee**”) a security interest in all/certain of its assets to secure, inter alia, the payment and performance of the obligations of Assignor to Assignee as more fully set forth in the Security Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings assigned thereto in the Security Agreement.

To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee this Conditional Trademark Assignment (referred to hereafter as the “**Assignment**” or the “**Conditional Trademark Assignment**”).

1. FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN, Assignor does hereby conditionally assign, sell, transfer and grant unto Assignee all of Assignor’s right, title and interest in, to and under (but none of its obligations or liabilities) the following, whether presently existing or hereafter arising or acquired:

(i) all United States and foreign trademarks now owned or hereafter acquired by Assignor, including all reissues, renewals and extensions thereof, including without limitation, each such trademark registration set forth on *Schedule A*, attached hereto and incorporated herein by reference;

(ii) all United States and foreign applications for trademark registration now owned or hereafter acquired by Assignor and all rights throughout the world associated therewith, including without limitation, each such application for trademark registration set forth on *Schedule A*; and

(iii) all products and proceeds of the foregoing, including, without limitation, any license royalties, any claim or causes of action of Assignor against any third parties for past, present and future infringements of any of the foregoing, with the right to sue and recover the same in the Assignee’s own name and for its own use and behoof;

(all of the foregoing, collectively, the “**Trademarks**”).

2. **PROVIDED, HOWEVER, THAT ASSIGNOR’S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITIONS SUBSEQUENT:**

(a) The occurrence or continuation of an Event of Default as defined in the Security Agreement; and

(b) The exercise by Assignee of any or all of its rights or remedies under the Security Agreement in respect of the Trademarks.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, until the satisfaction of (a) and (b) above, this Conditional Trademark Assignment grants only a security interest and is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application.

3. Assignor does hereby covenant, acknowledge, affirm and represent, as applicable, that:

(i) The rights and remedies of Assignee with respect to its interest in the foregoing 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.

(ii) That nothing in this Conditional Trademark Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as more fully set forth in the Security Agreement and as shall be available at law or in equity.

(iii) *Schedule A* contains a true and complete record of (a) all United States and foreign trademark registrations in which Assignor has any interest (“**Registrations**”) and (b) all United States and foreign applications for trademark registration in which Assignor has any interest (“**Applications**”).

(iv) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(v) To its knowledge, each of the Trademarks is valid and enforceable; and

(vi) To its knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation shop rights, covenants by Assignor not to sue third persons, and licenses other than those granted in the ordinary course of business in connection with distribution, supply, production, development and marketing contracts.

4. Assignor covenants that, until all of the Obligations (as defined in the Security Agreement) shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor’s obligations under this Assignment, without the Assignee’s prior written consent.

5. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks, the provisions of this Assignment shall

automatically apply thereto and Assignor shall give to the Assignee notice of any new Registrations or Applications in writing within sixty days of Assignor's knowledge or filing of same.

6. Assignee is hereby authorized to file with the United States Patent and Trademark Office, either in hard copy or via the Electronic Trademark Assignment System, evidence of the conditional assignment and security interest granted hereunder and under the Security Agreement. Pursuant to the terms of paragraph 5 herein, Assignor shall notify Assignee in the event it acquires an interest in or files any additional Registrations or Applications, and *Schedule A* shall be deemed to be amended accordingly upon such notice.

7. Assignor shall indemnify, defend and hold Assignee, its affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment.

8. At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

Signatures appear on the following page

IN WITNESS WHEREOF, Assignor has caused this Conditional Trademark Assignment to be executed in its name and on its behalf, as an instrument under seal (whether any such seals are physically attached hereto), on the day and year first written above.


ASSIGNOR:

WITNESS:

FIRST CHOICE ARMOR & EQUIPMENT, INC.

By:

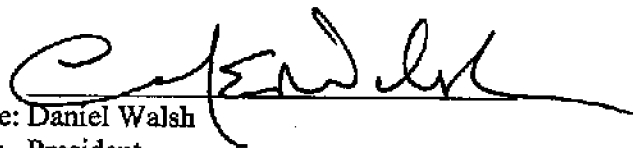
Name:


Chad Porter

By:

Name: Daniel Walsh

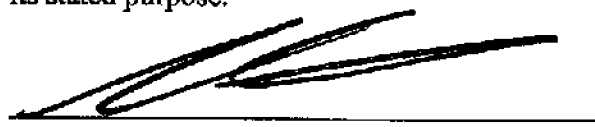
Title: President



State of MASSACHUSETTS

County of Suffolk

On this 14th day of September, 2007, before me, the undersigned notary public, personally appeared the above-named Daniel Walsh, _____, proved to me through satisfactory evidence of identification being [] driver's license or other state or federal governmental document bearing a photographic image; [] oath or affirmation of a credible witness known to me who knows the above signatory, or [] my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed the foregoing, as his/her/their free act and deed, voluntarily for its stated purpose.



Notary Public:

My Commission Expires:

Chad J. Porter
Notary Public
My Commission Expires
March 26, 2010

SCHEDULE A

See attached

**FIRST CHOICE ARMOR
TRADEMARKS**

a/o 4/2/07

NAME	STATUS	SERIAL NUMBER/REG. NO.
OVP	Published for Opposition 3/27/07	78953433
DAC	Notice of Publication 3/14/07	78953424
THIN BLUE LINE	Non-final action mailed 11/20/06.	78909384
FIRST CHOICE ARMOR	Registered 08/10/04	78285105/2871750 08/10/09 Sec 8-15
FIRST CHOICE ARMOR WITH YOU FOR LIFE	Registration to Issue.	78315282
DUAL-MAN DRAG STRAP	Abandoned/Common Law Mark	78295701
REVOLUTION	Registered 06/03/03	76443810/2721285 06/03/08 Sec 8-15
TAC STAX	Abandoned/Common Law Mark	78430997 Deadline 07/08/05
MILLENIUM	Abandoned/Common Law Mark	74584534
SYNERGY	Abandoned/Refused; Common Law Mark	78538824
PARADIGM	Common Law Mark	Researched
JUGGERNAUT	Common Law Mark	Researched
METROPRO	Common Law Mark	Researched
TRI TAC	Common Law Mark	Researched
PERFECT FIT	Common Law Mark	Researched
OPTAC	Common Law Mark	Researched
STINGER	Common Law Mark	Researched
INERTIA	Common Law Mark	Researched
ORION	Common Law Mark	Researched
CENTURIA	Common Law Mark	Researched
SENTINEL	Common Law Mark	Researched
SPARA II	Common Law Mark	Researched
CATALYST	Common Law Mark	Researched
MARCOM	Common Law Mark	Researched
FIRST REPOSE VEST	Common Law Mark	Researched
AFFINITY	Common Law Mark	Researched
EVERCOOL	Common Law Mark	Researched
PSD+	Common Law Mark	Researched
AFSOC	Common Law Mark	Researched

FIERCE FIBER	Common Law Mark	Researched
LOCKDOWN	Common Law Mark	Researched
APOLLO	Common Law Mark	Researched
LIFESHELL	Common Law Mark	Researched
SILHOUETTE	Common Law Mark	Researched

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