

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CONTRIBUTION ASSIGNMENT AND ASSUMPTION AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BAE Systems AH Inc.(owning 100% of capital stock of BAE Systems Armor Brands, Inc.,New Technologies, Inc. and BAE Systems Properties, Inc.)		10/07/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Armor Holding Products, LLC
<b>Street Address:</b>	13386 International Parkway
<b>City:</b>	Jacksonville
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32218
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	76300818	MATRIX
Serial Number:	76340449	
Serial Number:	76340869	DEFENSE TECHNOLOGY FEDERAL LABORATORIES
Serial Number:	76301399	COVERT
Serial Number:	76340870	DEFENSE TECHNOLOGY/FEDERAL LABORATORIES

**CORRESPONDENCE DATA**

Fax Number: (212)245-3009  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2125195192  
 Email: skaplan@kanekessler.com  
 Correspondent Name: Susan S. Kaplan  
 Address Line 1: 1350 Avenue of the Americas  
 Address Line 2: Kane Kessler, P.C.

OP \$140.00 76300818

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 2198-2005

NAME OF SUBMITTER: Susan S. Kaplan

Signature: /susan s. kaplan/

Date: 02/19/2009

**Total Attachments: 8**

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## CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contribution, Assignment and Assumption Agreement (the "**Agreement**") is entered into as of October 7, 2008 (the "**Effective Date**"), between BAE Systems AH Inc., a Delaware corporation ("**AHI**"), and its wholly owned subsidiary Armor Holdings Products, L.L.C., a Delaware limited liability company ("**AHP**").

WHEREAS, AHI owns 100% of the capital stock of BAE Systems Armor Brands Inc., a Delaware corporation ("**Armor Brands**"), New Technologies Armor, Inc., a Delaware corporation ("**New Technologies**"), and BAE Systems Properties Inc., a Delaware corporation ("**BAES Properties**");

WHEREAS, AHI owns 100% of the membership interests of BAE Systems Properties I LLC, a Delaware limited liability company ("**BAES Properties I**" and, together with AHP, Armor Brands, New Technologies and BAES Properties, the "**Subsidiaries**");

WHEREAS, AHI desires to contribute to AHP, and AHP desires to accept from AHI, the equity securities in the Subsidiaries (other than AHP) listed on Schedule 1.01 attached hereto (the "**Securities**") pursuant to this Agreement as a tax-free contribution by AHI to the capital of AHP;

WHEREAS, AHI and AHP desire that certain intellectual property rights owned by AHI, as listed on Schedule 1.02 hereto (the "**IP**", and collectively with the Securities, the "**Contributed Assets**"), be assigned by AHI to AHP pursuant to this Agreement as a tax-free contribution by AHI to the capital of AHP;

WHEREAS, the parties desire that in connection with the contribution of the Contributed Assets, certain liabilities and expenses be assumed by AHP pursuant to this Agreement as of the Effective Date, subject to the retention by AHI of certain other liabilities, all as further described below;

NOW, THEREFORE, in consideration of the foregoing and the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

### ARTICLE 1

#### TRANSFER OF SECURITIES AND ASSETS

Section 1.01 *Transfer of Securities.* Subject to the terms and conditions of this Agreement, as of the Effective Date, AHI hereby contributes, assigns, transfers, conveys and delivers, free and clear of all liens, whether legal or equitable, to AHP, and AHP hereby accepts, the Securities as set forth on Schedule 1.01 attached hereto, together with all rights, obligations and duties relating thereto, including pursuant to any agreement to which AHI is a party.

Section 1.02 *Transfer of IP.* Subject to the terms and conditions of this Agreement, and for good and valuable consideration, as of the Effective Date, AHI hereby contributes, assigns,

transfers, conveys and delivers, free and clear of all liens, whether legal or equitable, to AHP, and AHP hereby accepts, all of its right, title and interest in and to the registered trademarks and applications to register trademarks listed on Schedule 1.02 attached hereto, together with all of the goodwill associated with such trademarks and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by AHP for its own use and for the use of its successors and assigns.

## ARTICLE 2

### ASSUMPTION AND RETENTION OF LIABILITIES; INTERCOMPANY OBLIGATIONS

Section 2.01 *Assumption of Liabilities*. Upon the terms and subject to the conditions of this Agreement and except as provided in Section 2.02 of this Agreement, AHP agrees, effective at the Effective Date, to assume, pay, discharge and perform all debts, obligations, contracts and liabilities of AHI of any kind, character or description (whether known or unknown, accrued, absolute, contingent or otherwise) ("**Liabilities**") relating to or arising out of the Contributed Assets, in each case only for the period commencing on the Effective Date (collectively, but excluding, for the sake of clarity, the Excluded Liabilities (as defined below), the "**Assumed Liabilities**").

Section 2.02 *Excluded Liabilities*. Notwithstanding any provision in this Agreement or any other writing to the contrary, AHP is assuming only the Assumed Liabilities and is not assuming any other Liability of AHI including in respect of or arising out of the Contributed Assets, in each case for the period (or portion thereof) ending on the Effective Date. All such other Liabilities shall be retained by and remain Liabilities of AHI (all such Liabilities not being assumed by AHP herein are collectively referred to as the "**Excluded Liabilities**").

Section 2.03 *Intercompany Obligations*. As of the Effective Date of this Agreement, all intercompany obligations between AHI and AHP shall be extinguished. Additionally, as of the Effective Date, all intercompany amounts (both receivables and payables) between AHI and subsidiaries of AHP shall be transferred from AHI to AHP.

## ARTICLE 3

### TAXES RELATED TO CONTRIBUTED ASSETS

Section 3.01 *Liability for Transfer Taxes*. AHI shall be responsible for paying all Taxes and Related Costs that may be imposed by reason of the transfer of the Contributed Assets to AHP pursuant to this Agreement, and each party hereto shall be responsible for filing any Tax Returns or other transfer documentation that relate to such property transfers, and unless otherwise required, each party shall be responsible for filing such other documentation as is customary.

Section 3.02 *Liability for Taxes Incurred with Respect to the Contributed Assets.* As of the completion on the Effective Date of the transfer of the Contributed Assets as provided for in Sections 1.01 and 1.02 above, AHP agrees to assume those Liabilities associated with Taxes and Related Costs that may be imposed upon or assessed in respect of the Contributed Assets, or the ownership, use, operation or leasing thereof, in each case, only for taxable periods after the Effective Date.

Section 3.03 *Tax Refunds.* Each party shall be entitled to all refunds in respect to those Taxes and Related Costs that are attributable to such property and such tax periods for which that party has assumed or retained liability as set forth in this ARTICLE 3 or elsewhere in this Agreement.

#### ARTICLE 4

#### CLOSING DELIVERIES; CONTINUING COOPERATION

Section 4.01 *Closing Deliveries.* AHI hereby delivers to AHP: (A) the share and membership interest certificates, together with all necessary stock powers, evidencing the Securities; and (B) the Assignment of Intellectual Property Rights attached hereto as Exhibit A.

Section 4.02 *Further Assurances.* Each of the parties hereto agrees to execute and deliver such further instruments, documents or agreements as may be necessary or desirable in order to vest all right, title and benefit in and to the Contributed Assets pursuant to this Agreement.

#### ARTICLE 5

#### CERTAIN DEFINITIONS

For purposes of this Agreement, in addition to capitalized terms defined elsewhere herein, the following terms shall have the following meanings:

“**Related Costs**” means any losses, damages, liabilities, obligations, deficiencies, costs and expenses (including, without limitation, reasonable expenses and fees for attorneys and accountants) incurred in connection with any audit or any asserted deficiency, claim, demand, action, suit, proceeding, judgment or assessment, including the defense or settlement thereof, relating to the Taxes or in connection with the enforcement of the provisions of this Agreement relating to such Taxes.

“**Tax**” or “**Taxes**” means any federal, state, foreign or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto.

"Tax Return" means any original or amended return, report, estimate, statement, declaration or other filing related to, or required to be filed by any taxpayer in connection with the payment or receipt of any refund of any Tax.

## ARTICLE 6

### MISCELLANEOUS

Section 6.01 *Entire Agreement: Modifications.* This Agreement (including the Schedules and Exhibits referred to herein) constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings and agreements between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by both parties hereto.

Section 6.02 *Assignment.* Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6.03 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 6.04 *Notices.* All notices, requests, instructions, documents and other communications provided for herein or given hereunder shall be in writing and shall be deemed to have been given if sent to the parties at the following addresses in the manner set forth below:

If to AHI, to:           BAE Systems AH Inc.  
                              1601 Research Blvd.  
                              Rockville, MD 20850  
                              Attention: Sheila C. Cheston

If to AHP, to:           Armor Holdings Products, L.L.C.  
                              13386 International Parkway  
                              Jacksonville, FL 32218  
                              Attention: Ian T. Graham

All such notices, requests, instructions, documents and other communications shall be sent either by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service providing receipt of delivery and shall be deemed to have been given three (3) days after being deposited in the mails or one (1) day after being delivered to such a courier service. Any party from time to time may change its address, or other information for the purpose of notices to that party, by giving notice specifying such change to the other parties hereto in the manner provided hereby.

Section 6.05 *Governing Law*. This Agreement shall be construed and governed under the domestic, internal law (but not the conflict of laws principles) of the State of Delaware.

Section 6.06 *Severability*. Should any clause, section or part of this Agreement be held or declared to be void or illegal for any reason, all other clauses, sections or parts of this Agreement which can be effective without such void or illegal clause, section or part shall, nevertheless, remain in full force and effect.

Section 6.07 *Headings*. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.08 *Schedules*. The Schedules to this Agreement referred to herein are incorporated by reference herein and are made part hereof as if they were fully set forth herein.

Section 6.09 *No Third Party Beneficiaries*. Except as expressly provided herein, nothing herein is intended to confer upon any person (including, but not limited to, employees or suppliers of either party), other than the parties, their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

Section 6.10 *Transfers and Assumptions Not Effected*. To the extent that any transfers of nominal or record title or interest in assets and assumption of liabilities and obligations, the beneficial title or other interest in which is transferred to AHP effective as of the Effective Date as contemplated by this Agreement, shall not have been consummated by the close of business on the Effective Date, the parties shall cooperate to effect such nominal or record title transfers as promptly following such date as shall be practicable. Nothing herein shall be deemed to require the transfer of any assets that by their terms or operation of law cannot be transferred; *provided, however*, that the parties shall cooperate to obtain any necessary consents or approvals for the transfer of all assets contemplated to be transferred pursuant to this Agreement and that AHP shall not be required to expend any amounts in connection with obtaining any such consents or approvals. The parties agree to deliver any and all consents received by either of them regarding the transfers contemplated by this Agreement to the appropriate parties as promptly as practicable after receipt of such consents. If any such transfer of assets has not been consummated by the end of the Effective Date, AHP shall hold such asset in trust for the use and benefit of AHP, and take such other action as may be reasonably required, in order to place AHP insofar as is reasonably possible, in the same position as would have existed had record title or interest in such asset been transferred to AHP as contemplated herein. As and when any such asset becomes transferable, such transfer shall be effected to AHP promptly. In the event that any assumption of the Assumed Liabilities by AHP has not been consummated by the end of the Effective Date, AHP will cooperate with AHI in any reasonable manner (such as subcontracting, sublicensing or subleasing) designed to provide for the transfer of all such Assumed Liabilities to AHP.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

BAE SYSTEMS AH INC.,  
a Delaware corporation

By: Paul W. Cobb, Jr.  
Paul W. Cobb, Jr  
Assistant Secretary

ARMOR HOLDINGS PRODUCTS, L.L.C.,  
a Delaware limited liability company

By: Paul W. Cobb, Jr.  
Paul W. Cobb, Jr  
Assistant Secretary

WAI-2890915v8



**EXHIBIT A**

WAI-2895585v2

Armor Brands, Inc.		13386 International Parkway Jacksonville, FL 32218					
Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
United States	MATRIX	9	76/300818	8/16/2001	2,657,193	12/3/2002	Registered
United States	Miscellaneous Design	9, 13	76/340449	11/21/2001	2,621,130	9/17/2002	Registered
United States	DEFENSE TECHNOLOGY/FEDERAL LABORATORIES and Design	9, 13	76/340869	11/21/2001	2,685,832	2/11/2003	Registered
United States	COVERT	9	76/301,399	8/16/2001	3,016,371	11/15/2005	Registered
United States	DEFENSE TECHNOLOGY/FEDERAL LABORATORIES	9, 13	76/340870	11/21/2001	2,692,488	3/4/2003	Registered

TRADEMARK

REEL: 003938 FRAME: 0855

RECORDED: 02/19/2009