

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
HAVIS-SHIELDS EQUIPMENT CORPORATION		02/25/2009	CORPORATION: PENNSYLVANIA
LAW ENFORCEMENT DEVELOPMENT COMPANY		02/25/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	LAW ENFORCEMENT DEVELOPMENT, LLC
Street Address:	c/o Gemini Investors, attn: Mr. David F. Millet
Internal Address:	20 William Street, Suite 250
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1807319	ALPHA 2000
Registration Number:	1924565	QUESTAR
Registration Number:	1392272	COLLINS DYNAMICS
Registration Number:	3350756	COLLINS DYNAMICS
Registration Number:	1213183	KWIK-RAZE
Registration Number:	2796974	HAVIS-SHIELDS HS
Registration Number:	2912582	CONSOLIDATOR
Registration Number:	2796975	MAGNAFIRE 3000
Registration Number:	2902121	BROW MOUNT
Registration Number:	3447327	KWIK-KIT
Registration Number:	3447328	KWIK-STRIKE

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Registration Number:	3403744	STOUT MOUNT
Registration Number:	3350755	DYLANO
Serial Number:	76692470	HAVIS EQUIPPED
Serial Number:	76694605	IDLERIGHT
Registration Number:	1659573	CHARGE GUARD
Serial Number:	77479954	LEDCO
Serial Number:	77479832	TUFFHUB
Serial Number:	77479830	SIDEWINDER
Serial Number:	77513159	
Serial Number:	77484943	TUFFDOCK
Serial Number:	77513160	LEDCO-CHARGE GUARD
Serial Number:	77513162	LEDCO CHARGE GUARD
Serial Number:	77480161	COBRA SWING ARM

CORRESPONDENCE DATA

Fax Number: (310)277-4730
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (310) 284-6106
Email: jsbrown@mwe.com
Correspondent Name: Kristine Suh
Address Line 1: McDermott Will & Emery LLP
Address Line 2: 2049 Century Park East, Suite 3800
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	068247-0035
NAME OF SUBMITTER:	Kristine Suh
Signature:	/Kristine Suh/
Date:	04/01/2009

Total Attachments: 9
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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF LAW ENFORCEMENT DEVELOPMENT, LLC (THE "LENDER") EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SENIOR SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 25, 2009 (AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") BETWEEN LENDER AND NATIONAL PENN BANK, A NATIONAL BANKING ASSOCIATION (THE "SENIOR LENDER"), AND ACKNOWLEDGED BY HAVIS-SHIELDS EQUIPMENT CORPORATION, A PENNSYLVANIA CORPORATION ("HAVIS"), AND LAW ENFORCEMENT DEVELOPMENT COMPANY, A FLORIDA CORPORATION ("LEDCO" AND WITH HAVIS, COLLECTIVELY THE "BORROWER").

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of February 25, 2009, is made by HAVIS-SHIELDS EQUIPMENT CORPORATION, a Pennsylvania corporation ("Havis"), LAW ENFORCEMENT DEVELOPMENT COMPANY, a Florida corporation ("LEDCO") (Havis and LEDCO are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), and LAW ENFORCEMENT DEVELOPMENT, LLC, a Delaware limited liability company (the "Lender").

RECITALS

A. Pursuant to that certain Secured Loan Agreement of even date herewith by and among Grantors and Lender (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of each Grantor.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Lender to extend the financial accommodations as provided for in the Loan Agreement, Grantors have agreed to execute and deliver this Agreement to Lender. These recitals shall be construed as part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined in Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Delaware Uniform Commercial Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the obligations of each Grantor under the Loan Agreement, each Grantor hereby grants, mortgages and pledges to Lender a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the “Intellectual Property Collateral”):

(a) all copyrights, patents, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Exhibit A hereto,

(b) all reissues, continuations or extensions of the foregoing; and

(c) all proceeds of the foregoing.

3. Authorization. Each Grantor hereby authorizes and requests that the Commissioner of the United States Patent & Trademark Office, Assignment Services Branch, and any other applicable governmental officer, record this Agreement.

4. Loan Agreement and Security Agreement. The lien granted pursuant to this Agreement is granted in conjunction with the liens granted to Lender pursuant to the Loan Agreement and the Security Agreement and is subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the liens granted under this Agreement are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantors"

HAVIS-SHIELDS EQUIPMENT
CORPORATION

By: _____
Name: Joseph P. Bernert, III
Title: President

LAW ENFORCEMENT DEVELOPMENT
COMPANY

By: _____
Name: Michael Zani
Title: President

Agreed and Acknowledged by:

"Lender"

LAW ENFORCEMENT DEVELOPMENT,
LLC

By: _____
Name: Daniel E. Muzquiz
Title: Treasurer and Secretary

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantors"

HAVIS-SHIELDS EQUIPMENT
CORPORATION

By: _____
Name: Joseph P. Bernert, III
Title: President

LAW ENFORCEMENT DEVELOPMENT
COMPANY

By: _____
Name: Michael Zani
Title: President

Agreed and Acknowledged by:

"Lender"

LAW ENFORCEMENT DEVELOPMENT,
LLC

By: _____
Name: Daniel E. Muzquiz
Title: Treasurer and Secretary

Exhibit "A"
Intellectual Property

TRADEMARKS

1. A. Trademark Application No.: 74 / 178,493
B. Trademark Registration No.: 1,807,319
C. Identification or Description: ALPHA 2000
2. A. Trademark Application No.:
B. Trademark Registration No.: 1,924,565
C. Identification or Description: QUESTAR
3. A. Trademark Application No.: 73 / 561,049
B. Trademark Registration No.: 1,392,272
C. Identification or Description: COLLINS DYNAMICS
4. A. Trademark Application No.: 76 / 667,108
B. Trademark Registration No.: 3,350,756
C. Identification or Description: COLLINS DYNAMICS
5. A. Trademark Application No.: 292,701
B. Trademark Registration No.: 1,213,183
C. Identification or Description: KWIK-RAZE
6. A. Trademark Application No.: 76 / 439,536
B. Trademark Registration No.: 2,796,974
C. Identification or Description: HAVIS SHIELDS HS
7. A. Trademark Application No.: 76 / 563,384
B. Trademark Registration No.: 2,912,582
C. Identification or Description: CONSOLIDATOR
8. A. Trademark Application No.: 76 / 439,539
B. Trademark Registration No.: 2,796,975
C. Identification or Description: MAGNA FIRE 3000
9. A. Trademark Application No.: 76 / 676,040
B. Trademark Registration No.: 3,447,326
C. Identification or Description: MAGNAFIRE
10. A. Trademark Application No.: 76 / 528,664
B. Trademark Registration No.: 2,902,121
C. Identification or Description: BROW MOUNT

11. A. Trademark Application No.:
B. Trademark Registration No.: 3,447,327
C. Identification or Description: KWIK-KIT
12. A. Trademark Application No.:
B. Trademark Registration No.: 3,447,328
C. Identification or Description: KWIK-STRIKE
13. A. Trademark Application No.:
B. Trademark Registration No.:
C. Identification or Description: INTENSEFIRE
14. A. Trademark Application No.: 76 / 674,324
B. Trademark Registration No.: 3,403,744
C. Identification or Description: STOUT MOUNT
15. A. Trademark Application No.: 76 / 676,043
B. Trademark Registration No.: 3,350,755
C. Identification or Description: DYLANO
16. A. Trademark Application No.: See¹
B. Trademark Registration No.:
C. Identification or Description: QWICK LIGHT TOWERS
17. A. Trademark Application No.: See¹
B. Trademark Registration No.:
C. Identification or Description: LUMITEC
18. A. Trademark Application No.: 76 / 692,470
B. Trademark Registration No.:
C. Identification or Description: HAVIS EQUIPPED
19. A. Trademark Application No.: 76 / 694,605
B. Trademark Registration No.:
C. Identification or Description: IDLERIGHT
20. A. Trademark Application No.: See¹
B. Trademark Registration No.:
C. Identification or Description: TITAN MOUNT
21. A. Trademark Application No.: 74 / 106,138
B. Trademark Registration No.: 1,659,573
C. Identification or Description: CHARGE GUARD

- 22. A. Trademark Application No.: 77 / 479,954
B. Trademark Registration No.:
C. Identification or Description: LEDCO
- 23. A. Trademark Application No.: 77 / 479,832
B. Trademark Registration No.:
C. Identification or Description: TUFFHUB
- 24. A. Trademark Application No.: 77 / 479,830
B. Trademark Registration No.:
C. Identification or Description: SIDEWINDER
- 25. A. Trademark Application No.: 77 / 513,159
B. Trademark Registration No.:
C. Identification or Description: LEDCO-CHARGE GUARD
- 26. A. Trademark Application No.: 77 / 484,943
B. Trademark Registration No.:
C. Identification or Description: TUFFDOCK
- 27. A. Trademark Application No.: 77 / 513,160
B. Trademark Registration No.:
C. Identification or Description: LEDCO-CHARGE GUARD
- 28. A. Trademark Application No.: 77 / 513,162
B. Trademark Registration No.:
C. Identification or Description: LEDCO-CHARGE GUARD
- 29. A. Trademark Application No.: See¹
B. Trademark Registration No.:
C. Identification or Description: GENESIS
- 30. A. Trademark Application No.: 77 / 480,161
B. Trademark Registration No.:
C. Identification or Description: COBRA SWINGARM

PATENTS

- 1. A. Patent Serial No.: 642,815
B. Patent No.: 5,154,507
- 2. A. Patent Serial No.: 885,867
B. Patent No.: 5,198,600

3. A. Patent Serial No.: 07 / 861,361
B. Patent No.: 5,064,988
4. A. Patent Serial No.: 639,061
B. Patent No.: 4,612,609
5. A. Patent Serial No.:
B. Patent No.: 0071558
6. A. Patent Serial No.:
B. Patent No.: 545,058
7. A. Patent Serial No.: 407,831
B. Patent No.: 1,190,907
8. A. Patent Serial No.: 404,333
B. Patent No.: 4,502,103
9. A. Patent Serial No.:
B. Patent No.: 555,697
10. A. Patent Serial No.:
B. Patent No.: 0100294
11. A. Patent Serial No.: 433,535
B. Patent No.: 1,222,493
12. A. Patent Serial No.: 111,970
B. Patent No.: 311,592
13. A. Patent Serial No.: 285,944
B. Patent No.: 4,755,916
14. A. Patent Serial No.: 29 / 088,142
B. Patent No.: 429,251
15. A. Patent Serial No.: 29 / 228,453
B. Patent No.: USD526,680S
16. A. Patent Serial No.: 29 / 252,698
B. Patent No.: D557,442S
17. A. Patent Serial No.: 11 / 084,900
B. Patent No.: 7,211,907

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| 18. | A. Patent Serial No.: | 08 / 489,984 |
| | B. Patent No.: | 5,563,452 |
| 19. | A. Patent Serial No.: | 07 / 835,49 |
| | B. Patent No.: | 5,272,386 |
| 20. | A. Patent Serial No.: | 07 / 341,224 |
| | B. Patent No.: | 4,950,913 |

¹ This item reflects a current trademark disclosure made by employees of the conveying parties. A trademark application has not yet been filed with USPTO at this time.