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
Diamondback Tactical, LLLP		09/23/2009	Limited Liability Limited Partnerhsip: COLORADO

RECEIVING PARTY DATA

Name:	Torch Hill Fund II, LP
Street Address:	2000 Pennsylvania Ave.
Internal Address:	Suite 5100
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Michael Altenberg
Street Address:	10 Lindenwood Dr.
City:	Littleton
State/Country:	COLORADO
Postal Code:	80120
Entity Type:	INDIVIDUAL: UNITED STATES

CH $440.00 2710998

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2710998	TRAINING & TOOLS TO MEET TODAY'S THREAT
Registration Number:	2995981	
Registration Number:	3099023	ARMORED WARRIOR
Registration Number:	3104972	FREEDOM
Registration Number:	3107629	R.B.V. - PREDATOR
Registration Number:	3117951	CUSTOM ARMOR TECHNOLOGIES
Registration Number:	3127665	DETLOC

Registration Number:	3136537	BATTLELAB
Registration Number:	3151599	BATTLELAB
Registration Number:	3317146	CITADEL
Registration Number:	3410275	CAT
Registration Number:	3455767	I.S.O.U.K.
Registration Number:	3469282	PRAETORIAN
Registration Number:	3535324	FRICTICIOUS
Registration Number:	3625631	ADVANCED WARRIOR
Serial Number:	78347451	DIAMONDBACK TACTICAL
Serial Number:	78348014	DIAMONDBACK TACTICAL

CORRESPONDENCE DATA

Fax Number: (602)664-2075

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@omlaw.com

Correspondent Name: Christopher S. Stachowiak

Address Line 1: 2929 N. Central Ave.

Address Line 2: Suite 2100

Address Line 4: Phoenix, ARIZONA 85012

ATTORNEY DOCKET NUMBER:	14746.1
NAME OF SUBMITTER:	Christopher S. Stachowiak
Signature:	/christopher s. stachowiak/
Date:	10/13/2009

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 23, 2009, is made by and among DIAMONDBACK TACTICAL, LLLP, a Colorado limited liability limited partnership, whose address and principal place of business is 23040 North 11th Avenue, Building 1, Phoenix, Arizona 85027 (the "Debtor"), TORCH HILL FUND II, LP, a Delaware limited partnership, and MICHAEL ALTENBERG, an individual residing in the State of Colorado (together with Torch Hill, the "Secured Parties", and each individually, a "Secured Party").

Recitals

The Debtor has entered into a Secured Subordinated Note and Security Agreement with each of the Secured Parties of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Note and Security Agreements") setting forth the terms on which each Secured Party made certain loans to the Debtor.

As a further condition to making the loans under the Note and Security Agreements, the Secured Parties have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Note and Security Agreements and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Note and Security Agreements that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Note and Security Agreements) which the Debtor may now or at any time hereafter owe to the Secured Parties, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Secured Obligations (as defined in the Note and Security Agreements).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants to the Secured Parties a security interest, with power of sale to the extent permitted by law

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(the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority***. The Debtor is a limited liability limited partnership, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary actions of the Debtor, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of limited partnership or partnership agreement or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is DIAMONDBACK TACTICAL, LLLP. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents***. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof, and accurately lists all applications for Patents pending on the date hereof.

(c) ***Trademarks***. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title***. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest and any Permitted Liens (as defined in the Note and Security Agreements). The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest and any Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest and any Permitted Liens.

(e) ***No Sale***. The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Parties' prior written consent.

(f) ***Defense***. Unless otherwise agreed by the Secured Parties, the Debtor will at its own expense, and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Parties.

(g) ***Maintenance***. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals appropriate with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first securing consent of the Secured Parties or

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providing the Secured Parties: (i) sufficient written notice, as provided in the Note and Security Agreements, to allow the Secured Parties to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable. Debtor will diligently pursue all pending applications for patents and will take all reasonable actions to insure issuance thereof.

(h) ***Secured Parties' Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after either Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Parties that it intends to abandon a Patent or Trademark, the Secured Parties may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Parties' option, in the Secured Parties own names) and may (but need not) take any and all other actions which the Secured Parties may reasonably deem necessary to cure or correct such failure.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Parties on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Parties in connection with or as a result of the Secured Parties' taking action under subsection (h) or exercising their rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Parties at the highest rate then applicable to any of the Obligations.

(j) ***Power of Attorney.*** To facilitate the Secured Parties' taking action under subsection (h) and exercising their rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) each Secured Party, or their delegates, as an attorney-in-fact of the Debtor with the right (but not the duty) from time to time after an Event of Default that remains uncured to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Parties, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Note and Security Agreements as provided therein and the payment and performance of all Secured Obligations (as defined therein).

(k) ***Intent to Use Applications.*** Debtor has or may have in the future considered the adoption of trademarks or service marks for which it has or will file applications for registration with the United States Patent and Trademark Office under Section 1 (b) of the Trademark Act ("intent to use"). The trademarks for which applications are so filed, and the

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applications filed in connection therewith are not Trademarks and are not subject to the security interest created herein. Debtor agrees that it will be an Event of Default under this Agreement if at any time any other person acquires any interest, including a security interest, in the trademarks or the applications. Debtor further agrees that upon issuance by the United States Patent and Trademark Office of any registration of any such marks, the marks so registered at that time shall become Trademarks under this Agreement and shall be subject to the security interest granted hereunder. Debtor shall use its best efforts to notify the Secured Parties of the issuance of any such registration, and shall, unless otherwise agreed by the Secured Parties, execute any document required at that time to perfect the security interest in such marks, and failure to do so shall be an Event of Default under this Agreement.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Note and Security Agreements, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, each of the Secured Parties may, at the Secured Party's option, take any or all of the following actions:

(a) Exercise any or all remedies available under the Note and Security Agreements.

(b) Sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Parties. A waiver signed by the Secured Parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Parties' rights or remedies. All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Parties shall not be obligated to preserve any rights the Debtor may have against

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prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties' acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of either Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DIAMONDBACK TACTICAL, LLLP, a Colorado limited liability limited partnership

By _____

Its Chief ~~Executive~~ Financial Officer

TORCH HILL FUND II, LP, a Delaware limited partnership.

By: Torchhill Partners II, LLC
Its: General Partner

By _____
William R. Sullivan, Managing Member

_____
Michael Altenberg

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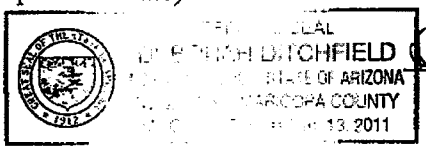
STATE OF Arizona

COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 5 day of October, 2009, by Barry A. Sullivan, the Chief ~~Executive~~ Financial Officer of Diamondback Tactical, LLLP, a Colorado limited liability limited partnership, on behalf of the partnership.

(Seal and Expiration Date)



Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by William R. Sullivan, the Managing Member of the General Partner of Torch Hill Fund II, LP, a Delaware limited partnership, on behalf of the partnership.

(Seal and Expiration Date)

_____
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by Michael Altenberg.

(Seal and Expiration Date)

_____
Notary Public

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prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties' acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of either Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

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DIAMONDBACK TACTICAL, LLLP, a Colorado limited liability limited partnership

By _____

Its Chief ~~Executive~~ Financial Officer

TORCH HILL FUND II, LP, a Delaware limited partnership.

By: Torchhill Partners II, LLC
Its: General Partner

By _____
William R. Sullivan, Managing Member

Michael Altenberg

Michael Altenberg

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STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by _____, the Chief Executive Officer of Diamondback Tactical, LLLP, a Colorado limited liability limited partnership, on behalf of the partnership.

(Seal and Expiration Date)

_____
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by William R. Sullivan, the Managing Member of the General Partner of Torch Hill Fund II, LP, a Delaware limited partnership, on behalf of the partnership.

(Seal and Expiration Date)

_____
Notary Public

STATE OF Colorado

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 28th day of September, 2009, by Michael Altenberg.

(Seal and Expiration Date)

ELENA FLEVOTOMOS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 10/24/2011

Elena Flevotomos
Notary Public

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prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties' acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of either Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Arizona without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

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DIAMONDBACK TACTICAL, LLLP, a Colorado limited liability limited partnership

By _____

Its Chief ~~Executive~~ Financial Officer

TORCH HILL FUND II, LP, a Delaware limited partnership.

By: Torchhill Partners II, LLC
Its: General Partner

By _____
William R. Sullivan, Managing Member

_____
Michael Altenberg

DISTRICT OF COLUMBIA : SS

Sworn and subscribed before me this 13th day of October, 2009

by _____

SYLVIA B. NELSON, Notary Public
My Commission Expires April 30, 2014

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EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
Vest	D516,777	March 14, 2006
Ammunition Pouch	D528,784	September 16, 2006
Side Armor Protection	7,266,850	September 11, 2007
Cummerbund for Attachment to Load Bearing Vests	D562,527	February 26, 2008
Securement Strap	D564,407	March 18, 2008
Accessory Platform	D584,893	January 20, 2009
Back Armor	7,490,358	February 17, 2009

FOREIGN ISSUED PATENTS

Title	Country	Patent Number	Issue Date

NONE

PATENTS PENDING

Title	Serial Number	Date Filed

NONE

FOREIGN PATENTS PENDING

Title	Country	Application Number	Date Filed

NONE

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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS REGISTRATIONS

Mark	Registration Number	Registration Date
TRAINING & TOOLS TO MEET TODAY'S THREAT	2,710,998	April 29, 2003
Design of cat head	2,995,981	September 13, 2005
ARMORED WARRIOR	3,099,023	May 30, 2006
FREEDOM	3,104,972	June 13, 2006
R.B.V. — PREDATOR	3,107,629	June 20, 2006
CUSTOM ARMOR TECHOLOGIES with design of cat head	3,117,951	July 18, 2006
DETLOC	3,127,665	August 8, 2006
BATTLELAB and design of bullseye	3,136,537	August 29, 2006
BATTLELAB	3,151,599	October 3, 2006
CITADEL	3,317,146	October 23, 2007
CAT	3,410,275	April 8, 2008
I.S.O.U.K.	3,455,767	June 24, 2008
PRAETORIAN	3,469,282	July 15, 2008
FRICTITIOUS	3,535,324	November 18, 2008
ADVANCED WARRIOR	3,625,631	May 26, 2009

APPLICATIONS

Mark	Serial Number	Filing Date
DIAMONDBACK TACTICAL	78347451	January 3, 2004
DIAMONDBACK TACTICAL design plus words	78348014	January 5, 2004

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COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

R.C.B.S. — RAPID CUTAWAY BALLISTIC SYSTEM

FOREIGN REGISTERED MARKS

Mark	Country	Registration Number	Registration Date

NONE

FOREIGN TRADEMARK APPLICATIONS

Mark	Country	Application Number	Application Date

NONE

RECORDED: 10/13/2009

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