

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Intellectual Property Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Public Safety Supply Resources, Inc.		10/12/2009	CORPORATION: DELAWARE
Chief Supply Corporation		10/12/2009	CORPORATION: DELAWARE
LESC, Inc.		10/12/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Agent		
<b>Street Address:</b>	2100 Ross Avenue, Suite 1850		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1858458	ARCTIC FADEGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-758-1509		
<b>Email:</b>	vwalker@pattonboggs.com		
<b>Correspondent Name:</b>	Vicky Walker, Senior Paralegal		
<b>Address Line 1:</b>	2001 Ross Avenue, Suite 3000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	009125.0100 [CHIEF]		
<b>NAME OF SUBMITTER:</b>	Vicky Walker		
<b>Signature:</b>	/Vicky Walker/		

OP \$40.00 1858458

**TRADEMARK**

Date:

10/27/2009

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of October 12, 2009, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of PNC Bank, National Association, as Agent (the “Agent”) for the Lenders party from time to time to the Credit Agreement referred to below.

WHEREAS, PUBLIC SAFETY SUPPLY RESOURCES, INC., a corporation organized under the laws of the State of Delaware, CHIEF SUPPLY CORPORATION, a corporation organized under the laws of the State of Delaware and LESC, INC., a corporation organized under the laws of the State of Delaware, have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of October 7, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Agent and the Lenders party thereto;

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by each Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell and/or practice any invention or discovery that is the subject matter of a Patent.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

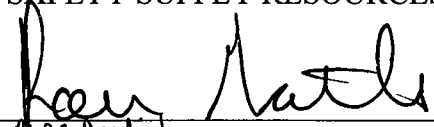
SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

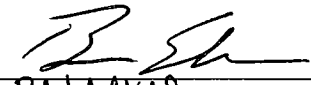
**[Signatures follow]**

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

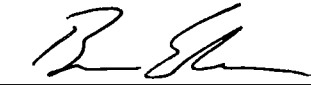
PUBLIC SAFETY SUPPLY RESOURCES, INC.

By:   
Name: MISS GARKIN  
Title: PRESIDENT

CHIEF SUPPLY CORPORATION

By:   
Name: BEN PAKES  
Title: SECRETARY

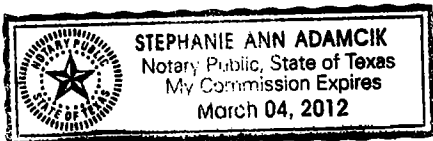
LESC, INC.

By:   
Name: BEN PAKES  
Title: SECRETARY

ACKNOWLEDGMENT

STATE OF Texas :  
 : SS  
COUNTY OF Tarrant :

Before me, the undersigned, a Notary Public, on this 12<sup>th</sup> day of October, 2009, personally appeared Ross Gatlin, to me known personally, who, being by me duly sworn, did say that [s]he is the president of PUBLIC SAFETY SUPPLY RESOURCES, INC., and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said president acknowledged said instrument to be [her] [his] free act and deed.

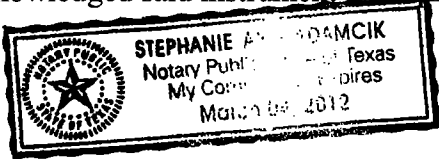


(S E A L)

Stephanie Ann Adamcik  
Notary Public  
My Commission Expires: March 04, 2012

STATE OF Texas :  
 : SS  
COUNTY OF Tarrant :

Before me, the undersigned, a Notary Public, on this 12<sup>th</sup> day of October, 2009, personally appeared Ben Edkis, to me known personally, who, being by me duly sworn, did say that [s]he is the secretary of CHIEF SUPPLY CORPORATION, and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said secretary acknowledged said instrument to be [her] [his] free act and deed.

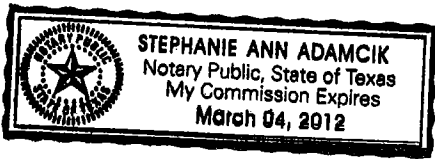


(S E A L)

Stephanie Ann Adamcik  
Notary Public  
My Commission Expires: March 04, 2012

STATE OF Texas :  
COUNTY OF Tarrant : SS

Before me, the undersigned, a Notary Public, on this 12<sup>th</sup> day of October, 2009, personally appeared BEN EAKES, to me known personally, who, being by me duly sworn, did say that [s]he is the secretary of LESC, INC., and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said secretary acknowledged said instrument to be [her] [his] free act and deed.



(S E A L)

Stephanie Ann Adamcik  
Notary Public  
My Commission Expires: March 04, 2012



**SCHEDULE A**  
**PATENTS AND PATENT LICENSES**

NONE

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**TRADEMARK**  
**REEL: 004086 FRAME: 0170**

## SCHEDULE B

### TRADEMARKS AND TRADEMARK LICENSES

#### Trademarks

<b>Owner</b>	<b>Mark</b>	<b>Application or Registration Number</b>	<b>Country</b>	<b>Registration Date</b>
Chief Supply Corporation	Arctic Fadeguard	1,858,458	USA	October 18, 1994

#### Trademark Licenses

As set forth in each of the following agreements, Chief Supply Corporation and/or LESC, Inc. have been granted licenses to use the other party's intellectual property in connection with the sale and marketing of such party's products:

1. 2009 Dealer Contract, dated as of January 1, 2009 by and between 5.11, Inc. and BHC d/b/a Chief Supply Corporation.
2. Pursuant to Master Distributor Agreement, dated as of September 1, 2008 by and between Whelen Engineering Company, Inc., Chief Supply Corporation and LESC, Inc.
3. Motorola Authorized Master Dealer Agreement, dated as of July 17, 2006 by and between Chief Supply Corporation and Motorola, Inc.

**SCHEDULE C  
COPYRIGHTS AND COPYRIGHT LICENSES**

<b>Owner</b>	<b>Application or Registration Number</b>	<b>Country</b>	<b>Issue or Filing Date</b>
CSC	V3529D697	USA	September 19, 2005

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