

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MORTGAGE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IGI Quartermasters, Inc.		01/08/2010	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	The Washington Trust Company		
Street Address:	23 Broad Street		
City:	Westerly		
State/Country:	RHODE ISLAND		
Postal Code:	02891		
Entity Type:	State Chartered Financial Institution: RHODE ISLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3324003	TACPATT	
Registration Number:	3093300	ARMOR FRESH	
Registration Number:	3093143	NIGHTHAWK MICROLIGHT II	
Registration Number:	3080651	DIGI-CAM	
Registration Number:	2995961	AMERICAN HERO	
Registration Number:	3517862	100 MPH HD DUCT TAPE	
Registration Number:	1720957	BRIGADE QUARTERMASTERS	
Registration Number:	1646402	BRIGADE'S UNIQUE 110% MISTAKEPROOF MONEYBACK GUARANTEE	
Registration Number:	1490820	ACTION GEAR	
Registration Number:	1325918	COMBAT CLOTH	
Registration Number:	1742768	BRIGADE ACTION GEAR QUARTERMASTERS	
Registration Number:	3197332	MAX TAC	
Registration Number:	3054563	TAKE ACTION	

OP \$440.00 3324003

Registration Number:	1130461	BRIGADE QUARTERMASTERS LTD
Registration Number:	1120071	THE "WOOLLY PULLY"
Registration Number:	2274603	
Registration Number:	1103489	

CORRESPONDENCE DATA

Fax Number: (401)272-5858
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 401-272-5800
Email: jkelly@nadeausimmons.com
Correspondent Name: James V. Kelly, Esq.
Address Line 1: 56 Pine Street
Address Line 4: Providence, RHODE ISLAND 02903

NAME OF SUBMITTER:	James V. Kelly
Signature:	/james v. kelly/
Date:	02/04/2010

Total Attachments: 6
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TRADEMARK MORTGAGE

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 8th day of January, 2010, by and between **IGI Quartermasters, Inc.**, a Rhode Island corporation with its principal place of business and mailing address at 177 Georgia Avenue, Providence, Rhode Island 02905 (the "Grantor"), and **The Washington Trust Company**, a Rhode Island state chartered financial institution having its principal place of business at 23 Broad Street, Westerly, Rhode Island 02891 (the "Grantee").

W I T N E S S E T H

WHEREAS, the Grantor, Ira Green, Inc., and the Grantee are parties to a certain Revolving Line of Credit and Term Loan Agreement (the "Line/Term Loan Agreement"), dated as of even date herewith;

WHEREAS, in connection with the Line/Term Loan Agreement the Grantor and Ira Green, Inc. have executed and delivered to Grantee a certain \$3,500,000.00 Line of Credit (Demand) Promissory Note, and a certain \$3,000,000.00 Term Promissory Note (hereinafter collectively the "Line/Term Notes");

WHEREAS, P.K. Lamb Properties, Inc., a Rhode Island corporation and the Grantee are parties to a certain Term Loan Agreement, dated of even date herewith (the "Term Loan Agreement", and hereinafter with the Line/Term Loan Agreement, collectively referred to as the "Loan Agreements"); and

WHEREAS, in connection with the Term Loan Agreement, P.K. Lamb Properties, Inc. has executed and delivered to Grantee a certain \$1,950,000.00 Term Promissory Note (the "Term Note" and hereinafter with the Line/Term Notes, collectively referred to as the "Notes");

WHEREAS, the Grantor has executed and delivered to the Grantee certain Unlimited Secured Guaranty agreements, both dated of even date (collectively the "Guarantees") herewith guarantying the Term Loan, as evidenced by the Term Note;

WHEREAS, in order to secure the Notes and the Guarantees the Grantor executed and delivered to the Grantee, *inter alia*, certain Security Agreements, all dated as of even date herewith, and certain Trademark Collateral Assignments, all dated as of even date herewith (hereinafter collectively the "Security Documents"), granting the Grantee a security interest in all assets of the Grantor, including, without limitation, the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Incorporation of Security Documents; Security Documents Definitions. The Security Documents and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Documents.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the "Obligations" and/or "Liabilities" (as such

terms are defined in the Security Documents, Grantor hereby grants to Grantee, for the benefit of Grantee, and hereby reaffirms its prior grant, pursuant to the Security Documents of a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Documents), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademark (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by Grantor. If, before the Obligations and/or Liabilities shall have been satisfied in full and the Security Documents have been terminated, Grantor shall obtain any new federally registered Trademarks, Grantor shall give Grantee prompt written notice thereof. Grantor hereby agrees that, upon Grantee's written request, Grantor will execute and deliver to Grantee one or more supplements to this Mortgage, each in form and content substantially similar to this Mortgage, in respect of any and all new federally registered Trademarks owned by Grantor.

4. Term. The term of the security interests granted herein shall extend until the Obligations and/or Liabilities have been paid in full and the Security Documents have been terminated in accordance with their terms.

5. Effect on Other Agreements; Cumulative Remedies. Grantor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreements, the Notes, the Guarantees, or the Security Documents but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Grantee with respect to the Trademarks, whether established hereby, by the Loan Agreements, by the Notes, by the Guarantees, by the Security Documents, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Mortgage shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE RHODE ISLAND UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS

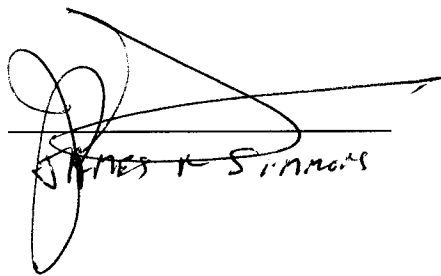
PROVISIONS) OF THE STATE OF RHODE ISLAND, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS MORTGAGE AS OF THE DATE FIRST ABOVE WRITTEN.

Grantor:

WITNESS:


IGI Quartermasters, Inc.


James R. Simmons

By: 
Michael W. McAllister, President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

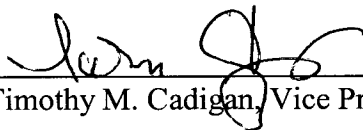
On the 8th day of January, 2010, before me personally appeared the above-named Michael W. McAllister, as President of IGI Quartermasters, Inc., a Rhode Island corporation, to me known and known by me (or satisfactorily proven by a current document issued by a federal or state government agency bearing the photographic image of the above named signatory's face and signature) to be the party executing the foregoing instrument on behalf of said corporation and he acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.


Notary Public: James V. Kelly
My Commission Expires: 4/22/2010

Accepted and Agreed to as of the date first written above:

Grantee:

The Washington Trust Company

By: 
Timothy M. Cadigan, Vice President

G:\Washington Trust\Ira Green\PK Lamb Mortgage Loan\pklambtrademark2.mtg.DOC


Schedule A

to a Trademark Mortgage dated January 8, 2010, from IGI Quartermasters, Inc. to The
Washington Trust Company

<u>Mark No.</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Description</u>	<u>Status</u>
3,324,003	78760126	10/30/2007	TACPATT (Standard Character Mark)	Registered-Live
3,093,300	78651359	05/16/2006	ARMOR FRESH (Standard Character Mark)	Registered-Live
3,093,143	78645463	05/16/2006	NIGHTHAWK MICROLIGHT II (Standard Character Mark)	Registered-Live
3,080,651	78432409	04/11/2006	DIGI-CAM (Standard Character Mark)	Registered-Live
2,995,961	78339550	09/13/2005	AMERICAN HERO (Standard Character Mark)	Registered-Live
3,517,862	77325452	10/14/2008	100 MPH HD DUCT TAPE (Standard Character Mark)	Registered-Live
1,720,957	74214047	09/29/1992	BRIGADE QUARTERMASTERS (Typed Drawing)	Registered-Live
1,646,402	74044754	05/28/1991	BRIGADE'S UNIQUE 110% MISTAKEPROOF MONEYBACK GUARANTEE (Typed Drawing)	Registered-Live
1,490,820	73644102	06/07/1988	ACTION GEAR (Typed Drawing)	Registered-Live
1,325,918	73456082	03/19/1985	COMBAT CLOTH (Typed Drawing)	Registered-Live
1,742,768	74116497	12/29/1992	 (Design + words, letters and/or #'s)	Registered-Live

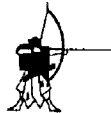
			max tac	
3,197,332	78428712	01/09/2007		Registered-Live
			(Design + words, letters and/or #'s)	

			TAKE ACTION 	
3,054,563	78556869	01/31/2006		Registered-Live
			(Design + words, letters and/or #'s)	

			 BRIGADE QUARTERMASTERS <small>INC.</small>	
1,130,461	73150391	02/05/1980		Registered-Live
			(Design + words, letters and/or #'s)	

			The "Woolly Pully"	
1,120,071	73131677	06/12/1979		Registered-Live
			(Words, letters and/or #'s in stylized form)	

				
2,274,603	75573544	08/31/1999		Registered Live
			(Design Only)	

				
1,103,489	73150390	10/03/1978		Registered Live
			(Design Only)	