

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		After-Acquired Second Lien Trademark Security Agreement (first supplemental filing)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HDT Expeditionary Systems, Inc.	FORMERLY Base-X, Inc.	05/13/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Bear Stearns Corporate Lending Inc., as Administrative Agent for the Lenders		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3434331	BASE-X EXPEDITION SHELTERS	
Registration Number:	3498529	BASE-X	
Registration Number:	3601658	DEPLOY WITH SPEED. PROTECT WITH STRENGTH.	
Registration Number:	3495869	EXPEDITIONARY EXCELLENCE	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	031935-0315		

CH \$115.00 3434331

900162496

**TRADEMARK
 REEL: 004208 FRAME: 0374**

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	05/18/2010
Total Attachments: 7 source=Hunter 2nd lien TSA#page1.tif source=Hunter 2nd lien TSA#page2.tif source=Hunter 2nd lien TSA#page3.tif source=Hunter 2nd lien TSA#page4.tif source=Hunter 2nd lien TSA#page5.tif source=Hunter 2nd lien TSA#page6.tif source=Hunter 2nd lien TSA#page7.tif	

**AFTER-ACQUIRED SECOND LIEN TRADEMARK SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)**

This **AFTER-ACQUIRED SECOND LIEN TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)** dated as of May 13, 2010 (as amended, supplemented or otherwise modified from time to time) (this "Agreement"), is entered into by the undersigned (the "Grantors") in favor of **BEAR STEARNS CORPORATE LENDING INC.** ("BSCL"), as Administrative Agent for the Lenders.

WHEREAS, Hunter Defense Technologies, Inc. (the "Borrower"), the lenders party thereto from time to time (the "Lenders"), BSCL as Administrative Agent for the Lenders, and certain other parties as named therein have entered into a Second Lien Credit Agreement, dated as of August 22, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement");

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement, the Grantors and certain of their Affiliates executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of August 22, 2007, in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement, the Grantors granted a security interest in certain property, including, without limitation, certain Trademarks of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties and, in connection therewith, executed a Second Lien Trademark Security Agreement, dated as of August 22, 2007, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the Second Lien Trademark Security Agreement was recorded on August 23, 2007 against certain United States Trademarks and Trademark applications at Reel/Frame Nos. 3607/0873 and 3607/0888; and

WHEREAS, the Grantors have acquired additional Trademarks since the Closing Date, and the parties hereto wish to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. DEFINED TERMS. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings set forth in the Second Lien Guarantee and Collateral Agreement and, if not therein defined, in the Second Lien Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

SECTION 2.1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of the following now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral") as collateral security for the prompt and

complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations pursuant to the Second Lien Guarantee and Collateral Agreement:

(a) (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule I, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, or other violation thereof, including the right to receive all proceeds and damages therefrom; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding the above, the grant of the security interest as provided herein shall not extend to, and for purposes hereof, Trademark Collateral shall not include, any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application, or any registration that issues therefrom, under applicable federal law.

SECTION 3. SECOND LIEN GUARANTEE AND COLLATERAL AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Second Lien Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. RELEASE OF TRADEMARK COLLATERAL. The release of the Administrative Agent's security interest in the Trademark Collateral created pursuant to the Second Lien Guarantee and Collateral Agreement or any other Loan Document shall be effected in accordance with Section 8.16 of the Second Lien Guarantee and Collateral Agreement.

SECTION 5. GENERAL.

5.1 Applicable Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

5.2 Counterparts. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission

(i.e. , a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date above written.

HDT EXPEDITIONARY SYSTEMS, INC.
(f/k/a BASE-X, INC.)

By: *Vanessa Y. Chandler*
Name: **Vanessa Y. Chandler**
Title: Vice-President / Secretary

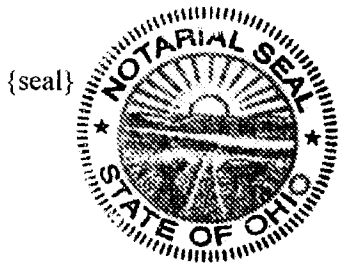
ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO

COUNTY OF Cuyahoga

ss.

On this 3 day of may, 2010 before me, Rebecca M. Pillee a Notary Public in and for said county, personally appeared Vanessa Y. Chandler who has satisfactorily identified himself/herself as the signer to the above-referenced document.



Rebecca M. Pillee
Notary Public

REBECCA M. PILLEE
Notary Public, State of Ohio
My Commission Expires
March 27, 2011
Name: Rebecca M. Pillee
Date: 5-13-10
My commission expires: 3-27-11

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date above written.

**HUNTER DEFENSE TECHNOLOGIES,
INC. (dba HDT ENGINEERED
TECHNOLOGIES)**

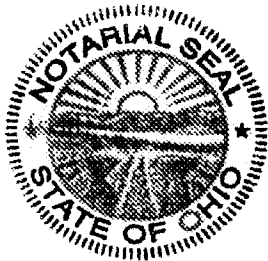
By: *Vanessa Y. Chandler*
Name: **Vanessa Y. Chandler**
Title: **Vice-President / Secretary**

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
COUNTY OF Cuyahoga)

ss.

On this 13 day of May, 2010 before me, Rebecca M. Pillar a Notary Public in and for said county, personally appeared Vanessa Y. Chandler who has satisfactorily identified himself/herself as the signer to the above-referenced document.



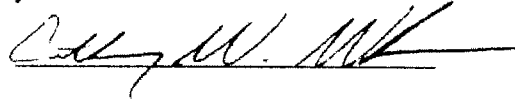
REBECCA M. PILLER
Notary Public, State of Ohio
My Commission Expires
March 27, 2011

Rebecca M. Pillar
Notary Public
Rebecca M. Pillar
Name
5-13-10
Date
My commission expires: 3-27-11

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By: JPMORGAN CHASE BANK, N.A., authorized
signatory

By:



Name: Anthony W. White
Title: Vice President

SCHEDULE I

**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)**

HDT Expeditionary Systems, Inc. (f/k/a Base-X, Inc.)

Trademark Registrations:

United States Registered Trademark	Reg. No.	Registration Date
BASE-X EXPEDITION SHELTERS	3,434,331	5/27/2008
BASE-X	3,498,529	9/2/2008
DEPLOY WITH SPEED. PROTECT WITH STRENGTH.	3,601,658	4/7/2009
EXPEDITIONARY EXCELLENCE	3,495,869	9/2/2008

Hunter Defense Technologies, Inc. (dba HDT Engineered Technologies)

Trademark Applications

United States Trademark Applications	Application No.	Application Date
HDT	77/835,065	09/25/2009
HDT ENGINEERED TECHNOLOGIES	77/835,124	09/25/2009