

10/13/10

10-22-2010



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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment of Collateral Rights Under Conditional Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sovereign Bank		08/31/2010	Federal savings bank:

RECEIVING PARTY DATA

Name:	First Choice Acquisition, LLC
Street Address:	23040 North 11th Avenue, Building 1
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85027
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2871750	FIRST CHOICE ARMOR
Registration Number:	3225516	FIRST CHOICE ARMOR WITH YOU. FOR LIFE.
Registration Number:	3420682	DAC
Registration Number:	3420683	OVP
Registration Number:	3529268	THIN BLUE LINE
Registration Number:	3805388	THIN BLUE LINE
Registration Number:	3815031	INDEPENDENCE PAK
Registration Number:	3825623	LIFE PAK

CORRESPONDENCE DATA

Fax Number: (602)382-6070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6023826000
 Email: pdemello@swlaw.com
 Correspondent Name: Ryan D. Ricks, SNELL & WILMER L.L.P.
 Address Line 1: 400 E. Van Buren

CH \$215.00 2871750

TRADEMARK

REEL: 004302 FRAME: 0625

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	52536.0011
NAME OF SUBMITTER:	Ryan D. Ricks
Signature:	/Ryan D. Ricks/
Date:	10/13/2010

Total Attachments: 13

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TRADEMARK

REEL: 004302 FRAME: 0626

**ASSIGNMENT OF COLLATERAL RIGHTS UNDER
CONDITIONAL TRADEMARK ASSIGNMENT**

This ASSIGNMENT OF COLLATERAL RIGHTS UNDER CONDITIONAL TRADEMARK ASSIGNMENT (this "Assignment") dated the 31 day of August, 2010, is entered into by and between Sovereign Bank, a federal savings bank having an office at 75 State Street, Boston, MA 02109, as assignor (in such capacity, "Assignor"), and First Choice Acquisition, LLC, a Delaware limited liability company having an office at 23040 North 11th Avenue, Building 1, Phoenix, AZ 85027, as assignee (in such capacity, "Assignee");

WHEREAS, pursuant to the Conditional Trademark Assignment dated September 14, 2007 (the "Assigned Agreement"), between First Choice Armor & Equipment, Inc., as grantor thereunder ("Grantor"), and Assignor, Grantor granted to Assignor a security interest in and to all of all of its Trademarks (as defined below);

WHEREAS, the Assigned Agreement was recorded with the United States Patent and Trademark Office Assignment Division (Trademarks) on September 14, 2007, at Reel: 003621 Frame: 0451, said recording filed against those trademarks as listed on Schedule A attached hereto; and

WHEREAS, Assignee desires to accept the assignment of all of Assignor's rights and interests in, to and under the Assigned Agreement with respect to the Trademarks to the same extent as if Assignee had executed the Assigned Agreement.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Trademarks. "Trademarks" shall have the same definition as provided in the Assigned Agreement.
2. Assignment of Assigned Agreement. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in, to and under the Assigned Agreement and the collateral granted by Grantor pursuant to the Assigned Agreement. This Assignment is made without representation or warranty of any sort, all of which are expressly disclaimed.
3. Assumption of Assigned Agreement. Assignee hereby accepts the assignment contained in Section 2 and assumes all of the duties, obligation and liabilities of Assignor in, to and under the Assigned Agreement.


4. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

5. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

SOVEREIGN BANK

By: 
Name: John P. Bowen
Title: Vice President

ASSIGNEE:

FIRST CHOICE ACQUISITION, LLC

By: D-Back Acquisition Co.
Its: Manager and Member

By: _____
Name: Barry Sullivan
Title: Chief Financial Officer

State of)
County of) ss.

On this ___ day of August, 2010, before me, the undersigned notary public, personally appeared Barry Sullivan, proved to me through satisfactory evidence of identification, which is _____, to be the person whose name is signed on the foregoing instrument; and he/she acknowledged to me that he/she signed the foregoing instrument voluntarily for its stated purpose, as the Chief Financial Officer of D-Back Acquisition Co., a Delaware corporation, Manager and Member of First Choice Acquisition, LLC, a Delaware limited liability company.

NOTARIAL SEAL

Notary Public
My commission expires:

Commonwealth of Massachusetts)
County of Suffolk) ss.

On this 2 day of August, 2010, before me, the undersigned notary public, personally appeared John P. Bowen, proved to me through satisfactory evidence of identification, which is personally known to be the person whose name is signed on the foregoing instrument; and he acknowledged to me that he signed the foregoing instrument voluntarily for its stated purpose as a Vice President of Sovereign Bank, a federal savings bank.

NOTARIAL SEAL

Diane M. Tuttle
Notary Public
My commission expires: 7-27-2012



4. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

5. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:


SOVEREIGN BANK

By: _____
Name: John P. Bowen
Title: Vice President

ASSIGNEE:

FIRST CHOICE ACQUISITION, LLC

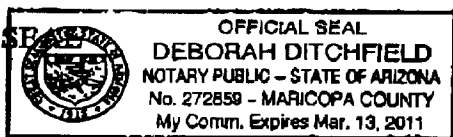
By: D-Back Acquisition Co.
Its: Manager and Member

By: 
Name: Barry Sullivan
Title: Chief Financial Officer

State of Arizona)
County of Maricopa) ss.

On this 31st day of August, 2010, before me, the undersigned notary public, personally appeared Barry Sullivan, proved to me through satisfactory evidence of identification, which is License, to be the person whose name is signed on the foregoing instrument; and he/she acknowledged to me that he/she signed the foregoing instrument voluntarily for its stated purpose, as the Chief Financial Officer of D-Back Acquisition Co., a Delaware corporation, Manager and Member of First Choice Acquisition, LLC, a Delaware limited liability company.

NOTARIAL SEAL



Deborah Ditchfield

Notary Public

My commission expires: Mar 13, 2011

Commonwealth of Massachusetts)
County of Suffolk) ss.

On this ___ day of August, 2010, before me, the undersigned notary public, personally appeared John P. Bowen, proved to me through satisfactory evidence of identification, which is _____, to be the person whose name is signed on the foregoing instrument; and he acknowledged to me that he signed the foregoing instrument voluntarily for its stated purpose as a Vice President of Sovereign Bank, a federal savings bank.

NOTARIAL SEAL

Notary Public

My commission expires:

Schedule A

See attached

BOS 851103.1

Schedule A

Non-exhaustive, exemplary list of Trademarks conditionally assigned in the Assigned Agreement

NAME	STATUS	SERIAL NUMBER/REG. NO.
OVP	Registered	3420683
DAC	Registered	3420682
THIN BLUE LINE	Registered	3529268
FIRST CHOICE ARMOR	Registered	2871750
FIRST CHOICE ARMOR WITH YOU FOR LIFE	Registered	3225516
DUAL-MAN DRAG STRAP	Abandoned/Common Law Mark	78295701
REVOLUTION	Canceled	2721285
TAC STAX	Abandoned/Common Law Mark	78430997
MILLENIUM	Abandoned/Common Law Mark	74584534
SYNERGY	Abandoned/Refused; Common Law Mark	78538824
LIFE PAK	Registered	3825623
INDEPENDENCE PAK	Registered	3815031
THIN BLUE LINE	Registered	3805388
PARADIGM	Common Law Mark	N/A
JUGGERNAUT	Common Law Mark	N/A
METROPRO	Common Law Mark	N/A
TRI TAC	Common Law Mark	N/A
PERFECT FIT	Common Law Mark	N/A
OPTAC	Common Law Mark	N/A
STINGER	Common Law Mark	N/A
INERTIA	Common Law Mark	N/A
ORION	Common Law Mark	N/A
CENTURIA	Common Law Mark	N/A
SENTINEL	Common Law Mark	N/A
SPARA II	Common Law Mark	N/A
CATALYST	Common Law Mark	N/A
MARCOM	Common Law Mark	N/A
FIRST REPOSE VEST	Common Law Mark	N/A
AFFINITY	Common Law Mark	N/A
EVERCOOL	Common Law Mark	N/A
PSD+	Common Law Mark	N/A
AFSOC	Common Law Mark	N/A
FIERCE FIBER	Common Law Mark	N/A
LOCKDOWN	Common Law Mark	N/A
APOLLO	Common Law Mark	N/A
LIFESHELL	Common Law Mark	N/A
SILHOUETTE	Common Law Mark	N/A

**ADDENDUM to ASSIGNMENT OF COLLATERAL RIGHTS UNDER CONDITIONAL
TRADEMARK ASSIGNMENT and to ASSIGNMENT OF COLLATERAL RIGHTS
UNDER CONDITIONAL PATENT ASSIGNMENT**

This ADDENDUM to that certain ASSIGNMENT OF COLLATERAL RIGHTS UNDER CONDITIONAL PATENT ASSIGNMENT ("Assignment of Collateral Patent Rights") dated August 31, 2010 and to that certain ASSIGNMENT OF COLLATERAL RIGHTS UNDER CONDITIONAL TRADEMARK ASSIGNMENT dated August 31, 2010 ("Assignment of Collateral Trademark Rights") (this "Addendum") is entered into as of the 29 day of September, 2010, by and between Sovereign Bank, a federal savings bank having an office at 75 State Street, Boston, MA 02109 ("Sovereign") as assignor (in such capacity, "Assignor"), and First Choice Acquisition, LLC, a Delaware limited liability company having an office at 23040 North 11th Avenue, Building 1, Phoenix, AZ, 85027, as assignee (in such capacity, "Assignee").

WHEREAS, Assignee and Assignor have mutually agreed to update and revise certain Schedules associated with the Assignment of Collateral Patent Rights and the Assignment of Collateral Trademark Rights;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Addendum, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment of Schedules. Schedule A of the Assignment of Collateral Patent Rights is replaced in its entirety by Patents Schedule A herein. Schedule A of the Assignment of Collateral Trademark Rights is replaced in its entirety by Trademarks Schedule A herein.

The Assignment of Conditional Patent Rights and the Assignment of Conditional Trademark Rights shall remain in full force and effect as modified by this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the date first set forth above.

ASSIGNOR:
SOVEREIGN BANK

By: 
Name: John P. Bowen
Title: Vice President

ASSIGNEE:
FIRST CHOICE ACQUISITION, LLC

By: D-Back Acquisition Co.
Its: Manager and Member

By: 
Name: Dan Welsh
Title: Chief Executive Officer

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State of Arizona)
County of Maricopa) ss.

On this 29 day of September, 2010, before me, a notary public in and for said county, appeared Dan Walsh, who is personally known to me or proved through satisfactory evidence of identification to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth, as Chief Executive Officer of D-Back Acquisition Co, a Delaware Corporation, Manager and Member of First Choice Acquisition, L.L.C. a Delaware limited liability company.



Deborah Ditchfield
Notary Public
My commission expires: Mar. 19, 2011

NOTARIAL SEAL

State of Massachusetts)
County of Suffolk) ss.

On this 0 day of September, 2010, before me, a notary public in and for said county, appeared John P. Bowen, who is personally known to me or proved through satisfactory evidence of identification to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth, as a Vice President of Sovereign Bank, a federal savings bank.

Diane M. Tritto
Notary Public
My commission expires: 7-27-2012

NOTARIAL SEAL



PATENTS SCHEDULE A

Title	Country	Application Serial #	Filing Date	Reg. No.
BALLISTIC RESISTANT PANEL	US	10/327,525	12/21/2002	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM	PCT	PCT/US2006/032666	8/21/2006	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM	US	11/507,635	8/21/2006	
METHOD AND SYSTEM FOR REDUCING BLUNT FORCE TRAUMA	US	60/870,056	12/14/2006	N/A
PROTECTIVE GARMENT SYSTEM WITH WEIGHT TRANSFER ELEMENTS	US	11/613,919	12/20/2006	
QUICK RELEASE MECHANISM FOR USE WITH PROTECTIVE GARMENT	US	11/615,734	12/22/2006	
BALLISTIC SHIELD	US	11/615,745	12/22/2006	7,716,748
SYSTEM FOR ATTACHING BALLISTIC PLATE POCKET IN CONNECTION WITH BALLISTIC GARMENTS	US	11/616,132	12/26/2006	
METHOD AND SYSTEM FOR REDUCING BLUNT FORCE TRAUMA	US	60/883,631	1/5/2007	N/A
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM	US	60/891,065	2/22/2007	N/A
METHOD AND SYSTEM FOR REDUCING BODY ARMOR SIDE MOVEMENT	US	60/895,896	3/20/2007	N/A
BALLISTIC SHIELD	China	200780029139.7	6/8/2007	
BALLISTIC SHIELD	EPO	07784372.0	6/8/2007	
BALLISTIC SHIELD	Mexico	MX/a/2008/015734	6/8/2007	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM	China	200780029106.2	6/8/2007	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM	EPO	07798322.9	6/8/2007	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM	Mexico	MX/a/2008/015733	6/8/2007	
METHOD AND SYSTEM FOR REDUCING BODY ARMOR SIDE MOVEMENT	US	12/052,217	3/20/2008	
METHOD AND SYSTEM FOR REDUCING BLUNT FORCE TRAUMA	US	11/955,915	12/13/2007	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM AND ASSOCIATED METHODS	US	12/035,924	2/22/2008	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM AND ASSOCIATED METHODS	China	200880013118.0	2/22/2008	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM AND ASSOCIATED METHODS	EPO	08780442.3	2/22/2008	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM AND ASSOCIATED METHODS	Mexico	MX/a/2009/009010	2/22/2008	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM AND ASSOCIATED METHODS	United Arab	753/2009	2/22/2008	

	Emirates			
METHOD AND SYSTEM FOR REDUCING BODY ARMOR SIDE MOVEMENT	US	12/052,217	3/20/2008	
SHIRT WITH BALLISTIC SLEEVES	US	12/541,716	8/14/2009	
BALLISTIC SHIELD WITH LIGHTING	US	12/575,154	10/7/2009	
BALLISTIC SHIELD WITH LIGHTING	PCT	PCT/US2009/059839	10/7/2009	
PROTECTIVE GARMENT HAVING A QUICK RELEASE SYSTEM	US	61/231,125	8/4/2009	

TRADEMARKS SCHEDULE A

MARK	STATUS	SERIAL # / REGISTRATION #
FIRST CHOICE ARMOR	Registered	2,871,750
FIRST CHOICE ARMOR With you. For life.	Registered	3,225,516
DAC	Registered	3,420,682
OVP	Registered	3,420,683
THIN BLUE LINE	Registered	3,529,268
thinblueline	Registered	3,805,388
INDEPENDENCE PAK	Registered	3,815,031
LIFE PAK	Registered	3,825,623
SYNERGY	Abandoned / Common Law Mark	78/538,824
TAC STAX	Abandoned / Common Law Mark	78/430,997
FIT	Abandoned / Common Law Mark	78/366,347
FIT VIPER	Abandoned / Common Law Mark	78/309,018
WITH YOU. FOR LIFE.	Abandoned / Common Law Mark	78/295,746
DUAL-MAN DRAG STRAP	Abandoned / Common Law Mark	78/295,701
EXTREME MACHINE	Abandoned / Common Law Mark	78/289,299
PRESS MASTER	Abandoned / Common Law Mark	78/289,263
QUADRI-TUBE	Abandoned / Common Law Mark	78/289,234
CURL MASTER	Abandoned / Common Law Mark	78/289,159
DIP MASTER	Abandoned / Common Law Mark	78/289,138
FLY MASTER	Abandoned / Common Law Mark	78/289,127
LEVELER SYSTEM	Abandoned / Common Law Mark	78/289,064
COOL-TEK	Abandoned / Common Law Mark	78/279,002
MILLENIUM	Abandoned / Common Law Mark	74/584,534
REVOLUTION	Cancelled / Common Law Mark	2,721,285
PARADIGM	Common Law Mark	n/a
JUGGERNAUT	Common Law Mark	n/a
METROPRO	Common Law Mark	n/a
TRI TAC	Common Law Mark	n/a
PERFECT FIT	Common Law Mark	n/a
OPTAC	Common Law Mark	n/a
STINGER	Common Law Mark	n/a
INERTIA	Common Law Mark	n/a
ORION	Common Law Mark	n/a
CENTURIA	Common Law Mark	n/a
SENTINEL	Common Law Mark	n/a
SPARA II	Common Law Mark	n/a
CATALYST	Common Law Mark	n/a
MARCOM	Common Law Mark	n/a
FIRST RESPONSE VEST	Common Law Mark	n/a
AFFINITY	Common Law Mark	n/a
EVERCOOL	Common Law Mark	n/a
PSD+	Common Law Mark	n/a
AFSOC	Common Law Mark	n/a
FIERCE FIBER	Common Law Mark	n/a

LOCKDOWN	Common Law Mark	n/a
APOLLO	Common Law Mark	n/a
LIFESHELL	Common Law Mark	n/a
SILHOUETTE	Common Law Mark	n/a