

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Protective Products Enterprises, Inc.
1649 Northwest 136th Avenue
Sunrise, Florida 33323

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) Delaware

Execution Date(s) May 23, 2011

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☐ Yes

☒ No

Name: Wells Fargo Bank, National Association

Internal

Address: _____

Street Address: 110 East Broward Boulevard

City: Fort Lauderdale

State: Florida

Country: USA

Zip: 33301

☒ Association Citizenship USA

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship

☐ Other

☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No

(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Exhibit A Attached

B. Trademark Registration No.(s) See Exhibit A Attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

a. Credit Card

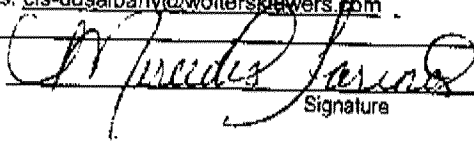
Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:



Signature

Mercedes Farinas

Name of Person Signing

5/24/11
Date

Total number of pages including cover sheet, attachments, and document. 21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 319087

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CAP	3190879	1/2/2007	Section 8 Affidavit of Use due 1/2/2013; Renewal due 1/2/2017
P and Design	3665968	8/11/2009	Section 8 Affidavit of Use due 8/11/2015; Renewal due 8/11/2019

[Execution]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated May 23, 2011, is by and between PROTECTIVE PRODUCTS ENTERPRISES, INC., a Delaware corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and permitted assigns, "Secured Party").

WITNESSETH:

WHEREAS, Debtor is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Secured Party has entered into financing arrangements with Debtor pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Debtor, Protective Products Holding Corp., a Delaware corporation, and Protective Products Intermediate Holding Corp., a Delaware corporation (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed or amended and restated, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed or amended and restated, being collectively referred to herein as the "Financing Agreements");

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to secure the payment and performance of the Obligations (as defined in the Loan Agreement) on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST.

(a) As collateral security for the prompt performance, observance and payment in full of all of the Obligations, Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"); (i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to (A) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United

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States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks; (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world, and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

(b) Notwithstanding the foregoing, in no event shall the Collateral include (i) any rights or interests in any license or license agreement covering any Trademarks if under the terms of such license or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Secured Party is prohibited and such prohibition has not been or is not waived or the consent of the other party to such license or license agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under Section 9-406 or 9-408 of the UCC or other applicable law or (B) so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under any such license or license agreement or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

2. OBLIGATIONS SECURED

The security interest and Lien granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations owing by Debtor to Secured Party.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following:

(a) To the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect. Debtor owns the sole, full and clear title to such Collateral, and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, and in Debtor's reasonable business judgment, perform all acts and execute all documents necessary to maintain the existence of the Collateral material to its business, including, without limitation, the filing of any renewal affidavits and applications, in each case, necessary or appropriate in Debtor's reasonable business judgment. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the non-exclusive licenses granted by Debtor in the ordinary course of business.

(b) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have the Trademark Security Agreement in the form attached hereto as Exhibit D (the "Short Form Trademark Agreement") filed with the United States Commissioner of Patents and Trademarks or any other appropriate United States federal, state or government office.

(c) As of the date hercof, Debtor, to its knowledge, does not have any Trademarks, or pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(d) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party two (2) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(e) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Collateral or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable and documented attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment in accordance with the terms of the Loan Agreement and shall be part of the Obligations secured hereby.

(f) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall

provide Secured Party with written notice of such action concurrently with the Debtor's delivery of the next succeeding compliance certificate deliverable pursuant to Section 9.6(a)(i) of the Loan Agreement. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the reasonable request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party; provided, that, notwithstanding the foregoing, for the avoidance of doubt, Debtor shall not be required to deliver any documents or instruments or make or cause any filings to be made outside of the United States, Canada, any State or Province thereof or any political subdivision thereof.

(g) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its Subsidiaries or (ii) such Trademark is not otherwise material to the business of Debtor or any of its Subsidiaries in any respect. Upon the request of Secured Party, Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to any material Trademark may become abandoned, canceled, invalidated, avoided, or avoidable.

(h) Debtor shall render any assistance, as Secured Party shall reasonably determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(i) To Debtor's best knowledge no infringement or unauthorized use presently is being made of any of the Trademarks that would reasonably be expected to have a Material Adverse Effect. Upon the request of Secured Party, Debtor shall promptly notify Secured Party if Debtor (or any Subsidiary thereof) learns of any use by any person of any term or design which infringes on any material Trademark or is likely to cause confusion with any material Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(j) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable and documented out-of-pocket attorneys' fees and legal expenses) arising out of any alleged defect in any product

manufactured, promoted, or sold by Debtor (or any Guarantor) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any Guarantor), except that Debtor shall not have any obligation under this Section 3(j) to indemnify Secured Party with respect to a matter covered hereby resulting from the gross negligence or willful misconduct of Secured Party. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination of the Loan Agreement.

(k) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable and documented attorneys' fees and legal expenses. Such expenditures shall be payable in accordance with the Loan Agreement, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute

assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, after the occurrence and during the continuance of any Event of Default Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on written demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable and documented out-of-pocket attorneys' fees and legal expenses, all in accordance with the terms of the Loan Agreement. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party shall apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral in accordance with the terms of the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County, New York and the United States District Court for the Southern District of New York, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or

related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Each of Debtor and Secured Party hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at such party's option, by service upon such other party in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement, the Loan Agreement, and the other Financing Agreements.

7. TERMINATION

This Agreement is continuing, unlimited, absolute and unconditional until such time as the Financing Agreements are terminated in accordance with their terms and the Obligations (other than unasserted contingent indemnification Obligations and Letters of Credit that have been cash collateralized or supported by a back-to-back letter of credit in accordance with Section 12.1(a) of the Loan Agreement) are paid and satisfied in full in immediately available funds, whereupon Secured Party will, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor such proper documents and instruments as Debtor may reasonably request to evidence the release of the lien and security interest in the Collateral under this Agreement.

8. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	Protective Products Enterprises, Inc. 1649 Northwest 136th Avenue Sunrise, Florida 33323 Attention: Mr. Tom Steffen Telecopy No.: (954) 846-8306
with a copy to:	Sun Capital Partners, Inc. 5200 Town Center Circle, Suite 470 Boca Raton, Florida 33486 Attention: Todd Plosker and C. Deryl Couch, Esq. Telecopy No.: (561) 394-0540
with a copy to:	Kirkland & Ellis LLP 300 N. LaSalle St. Chicago, Illinois 60654 Attention: Jocelyn Hirsch, Esq. Telecopy No.: (312) 862-2200
If to Secured Party:	Wells Fargo Bank, National Association 110 East Broward Boulevard Fort Lauderdale, Florida 33301 Attention: Portfolio Manager - Protective Products Telecopy No.: (954) 467-5520

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and permitted assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, amended or restated. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and permitted assigns and inure to the benefit of and be enforceable by Secured Party and its successors and permitted assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) The provisions of the Short Form Trademark Agreement are supplemental to the provisions of this Agreement, and nothing contained in the Short Form Trademark Agreement shall limit any of the rights or remedies of Secured Party hereunder. In the event of any conflict between any provision in this Agreement and a provision in the Short Form Trademark Agreement, such provision of this Agreement shall control.

(g) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were as a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR

PROTECTIVE PRODUCTS ENTERPRISES, INC.

By: 

Name: Tom Steffen

Title: Chief Financial Officer

SECURED PARTY

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: _____

Title: _____

[Trademark Collateral Assignment and Security Agreement]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.


DEBTOR

PROTECTIVE PRODUCTS ENTERPRISES, INC.

By: _____
Name:
Title:

SECURED PARTY

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Courtney G. Jespersen
Title: Vice President

[Trademark Collateral Assignment and Security Agreement]

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Licenses

None.

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EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Form of Special Power of Attorney

Special Power of Attorney

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that PROTECTIVE PRODUCTS ENTERPRISES, INC. ("Debtor"), having an office at 1649 Northwest 136th Avenue, Sunrise, Florida 33323, hereby appoints and constitutes, WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its reasonable discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its reasonable discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full (other than unasserted contingent indemnification Obligations and Letters of Credit that have been cash collateralized or supported by a back-to-back letter of credit in accordance with Section 12.1(a) of the Loan Agreement) and the Security Agreement is terminated in writing by Secured Party.

Dated: May 23, 2011

PROTECTIVE PRODUCTS ENTERPRISES, INC.

By: _____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the 23rd day of May, 2011, before me personally came _____,
to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the
_____ of PROTECTIVE PRODUCTS ENTERPRISES, INC., the corporation
which executed the foregoing instrument and that he/she signed his/her name thereto by order of
the board of directors of such corporation.

Notary Public

EXHIBIT D
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Short Form Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of May, 2011, by and between PROTECTIVE PRODUCTS ENTERPRISES, INC., a Delaware corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and permitted assigns, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated of even date herewith (as amended, modified, supplemented, extended, renewed or amended and restated, the "Loan Agreement") by and among Secured Party, Debtor, Protective Products Holding Corp., a Delaware corporation, and Protective Products Intermediate Holding Corp., a Delaware corporation, Secured Party has agreed to make certain financial accommodations available to Debtor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party is willing to make the financial accommodations to Debtor as provided for in the Loan Agreement, but only upon the condition, among others, that Debtor shall have executed and delivered to Secured Party that certain Trademark Collateral Assignment and Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as amended, modified, supplemented, extended, renewed or amended and restated, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. DEFINED TERMS. Capitalized terms used herein and not defined herein shall have the meanings specified in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) As collateral security for the prompt performance, observance and payment in full of all of the Obligations, Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"):

(i) all of Debtor's now existing or hereafter acquired right, title, and interest in and to (A) all of

Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule I hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (B) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks; (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world, and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

(b) Notwithstanding the foregoing, in no event shall the Collateral include (i) any rights or interests in any license or license agreement covering any Trademarks if under the terms of such license or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Secured Party is prohibited and such prohibition has not been or is not waived or the consent of the other party to such license or license agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that, the foregoing exclusion shall in no way be construed (A) to apply if any such prohibition is unenforceable under Section 9-406 or 9-408 of the UCC or other applicable law or (B) so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interests in and liens upon any rights or interests of Debtor in or to monies due or to become due under any such license or license agreement or (ii) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the abandonment, voiding or cancellation, of such intent-to-use trademark applications under applicable federal law, provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. OBLIGATIONS SECURED. The security interest and Lien granted to Secured Party pursuant to this Trademark Security Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations owing by Debtor to Secured Party.

4. SECURITY AGREEMENT. The provisions of this Trademark Security Agreement are supplemental to the provisions of the Security Agreement, and nothing contained in this Trademark Security Agreement shall limit any of the rights or remedies of Secured Party under the Security Agreement. In the event of any conflict between any provision in the Security

Agreement and a provision in this Trademark Security Agreement, such provision of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Debtor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto to include any United States registered Trademarks or any application therefor hereafter acquired by Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all of Collateral, whether or not listed on Schedule I hereto.

6. CONSTRUCTION. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and permitted assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not any particular provision of this Trademark Security Agreement and as this Trademark Security Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, amended or restated.

7. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

8. CONSENT TO JURISDICTION. Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County, New York and the United States District Court for the Southern District of New York, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Trademark Security Agreement or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Trademark Security Agreement or the transactions related hereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property). Each of Debtor and Secured Party hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at such party's option, by service upon such other party in any other manner provided under the rules of any such courts.

9. JURY TRIAL. DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS TRADEMARK SECURITY AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10. COUNTERPARTS. This Trademark Security Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were as a manually executed and delivered counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

DEBTOR

PROTECTIVE PRODUCTS ENTERPRISES, INC.

By: _____
Name:
Title:

SECURED PARTY

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

Schedule I
to
Short Form Trademark Security Agreement

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
CAP	3190879	1/2/2007	Section 8 Affidavit of Use due 1/2/2013; Renewal due 1/2/2017
P and Design	3665968	8/11/2009	Section 8 Affidavit of Use due 8/11/2015; Renewal due 8/11/2019