TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GVI Security Solutions, Inc.		09/14/2011	CORPORATION: DELAWARE
GVI Security, Inc.		09/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	4975 Preston Park Blvd., Suite 600
Internal Address:	MAC-T5322-060
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3081829	HAVE YOU SEEN YOUR BUSINESS LATELY?
Registration Number:	3264276	SEEING IS BELIEVING
Registration Number:	3311987	RAPOR
Registration Number:	3706277	VIDEO PLUS
Registration Number:	3787126	VIDEO PLUS
Registration Number:	3904881	RAZBERI
Registration Number:	3990596	AUTO IP
Registration Number:	3990580	AUTOIP
Serial Number:	85354361	SHADOW FIGHTER
Serial Number:	85310328	GVI SECURITY

OP $265.00 3081829

CORRESPONDENCE DATA

Fax Number: (214)758-1550

Phone: 214-758-1509
Email: vwalker@pattonboggs.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Vicky Walker, c/o Patton Boggs LLP
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023072.0118
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	09/16/2011

Total Attachments: 9
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FIRST AMENDMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT

This First Amendment to Patent and Trademark Security Agreement (this "Amendment"), dated as of September 14, 2011, is made by and among GVI Security Solutions, Inc., a Delaware corporation ("GVI Security Solutions"), GVI Security, Inc., a Delaware corporation ("GVI Security," and together with GVI Security Solutions, the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division.

RECITALS

WHEREAS, GVI Security and the Secured Party are parties to a Credit and Security Agreement, dated as of November 20, 2007 (as amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of GVI Security;

WHEREAS, Debtor and Secured Party entered into that certain Patent and Trademark Security Agreement, dated as of November 20, 2007 (as amended, supplemented or restated from time to time, the "Patent and Trademark Security Agreement"), a copy of which is attached hereto as Exhibit A;

WHEREAS, Debtor has acquired additional Trademarks, which, pursuant to the terms of the Credit Agreement, are Collateral securing the Indebtedness;

WHEREAS, Debtor and Secured Party now wish to amend, modify and supplement the Patent and Trademark Security Agreement, as more particularly set forth in this Amendment.

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Patent and Trademark Security Agreement or the Credit Agreement (as applicable).

2. Amendment to Exhibit B. Exhibit B to the Patent and Trademark Security Agreement is hereby amended to add thereto the Trademarks set forth on Annex I to this Amendment.

3. Ratifications; Representations and Warranties.

(a) The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Patent and Trademark Security Agreement and, except as expressly modified and superseded by this

Amendment, the terms and provisions of the Patent and Trademark Security Agreement are ratified and confirmed and shall continue in full force and effect.

(b) This Amendment constitutes a legal, valid and binding obligation of Debtor, and is fully enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Amendment and the fulfillment of and compliance with the terms and provisions hereof, will not conflict with, or result in a breach of the terms, conditions or provisions of or constitute a default under any agreement or instrument to which Debtor is now a party or by which Debtor is bound.

4. Miscellaneous.

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to Secured Party under the Credit Agreement. The rights and remedies of Debtor and Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement or the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page follows.]

TRADEMARK
REEL: 004624 FRAME: 0645

IN WITNESS WHEREOF, the parties have executed this First Amendment to Patent and Trademark Security Agreement as of the date written above.

GVI SECURITY SOLUTIONS, INC.

By _____
Name: STEVEN WALSH
Title: CEO

GVI SECURITY, INC.

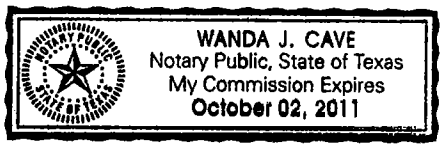
By _____
Name: STEVEN WALSH
Title: CEO

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
James R. Harris
Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 6 day of September 2011, by James R. Harris, a Vice President of Wells Fargo Bank, National Association, on behalf of the national association.



Wanda J. Cave
Notary Public

SIGNATURE PAGE TO AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT
615962

STATE OF TEXAS)
)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 7th day of September, 2011, by Steve Walin, the CEO of GVI Security Solutions, Inc., a Delaware corporation, on behalf of the corporation.

Brandi Bolen
Notary Public

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BRANDI BOLEN
My Commission Expires
July 15, 2012

The foregoing instrument was acknowledged before me this 6th day of September 2011, by Steve Welin, the CEO of GVI Security, Inc., a Delaware corporation, on behalf of the corporation.

Brandi Bolen
Notary Public

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EXHIBIT A
TO FIRST AMENDMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patent and Trademark Security Agreement

(See attached)

615962

ANNEX I
TO FIRST AMENDMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date
Have you seen your business lately?	3081829	4/18/2006
Seeing is believing?	3264276	7/17/2007
RAPOR	3311987	10/16/2007
VIDEO PLUS	3706277	11/3/2009
videoplus	3787126	2/23/2010
RAZBERI	3904881	1/11/2011
autoIP	3990596	7/5/2011
AUTOIP	3990580	7/5/2011

TRADEMARK APPLICATIONS

Mark	Serial Number	Filing Date
Shadow Fighter	85354361	6/23/2011
GVI Security	85310328	5/2/11

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