

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magpul Industries Corp.		09/14/2011	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2338725	
Registration Number:	3381306	MAGPUL
Registration Number:	3608684	PMAG
Registration Number:	3608686	MOE
Registration Number:	3696887	MBUS
Registration Number:	3704670	ASAP
Registration Number:	3742132	X
Registration Number:	3813473	B.A.D. LEVER
Registration Number:	3856411	MIAD
Registration Number:	3856774	SPEEDPLATE
Registration Number:	3856775	PRS
Registration Number:	3864177	CTR
Registration Number:	3947762	UNFAIR ADVANTAGE
Registration Number:	3947911	RVG

OP \$665.00 2338725

Registration Number:	3947912	UBR
Registration Number:	3957628	AFG
Registration Number:	3993980	RSA
Serial Number:	85122631	
Serial Number:	85126499	MVG
Serial Number:	82256067	
Serial Number:	85363984	
Serial Number:	85385132	MAGPUL DYNAMICS
Serial Number:	85385173	XTM
Serial Number:	85385184	MAGLEVEL
Serial Number:	85385069	EMAG
Serial Number:	85385029	MS3

CORRESPONDENCE DATA

Fax Number: (404)572-5100

Email: mrussell@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.015903
NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	09/15/2011

Total Attachments: 8

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2011 (this "Security Agreement"), is made by MAGPUL INDUSTRIES CORP., a Colorado corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, MIC Acquisition Corp., a Delaware corporation (the "Purchaser") and the Grantor (collectively with the Purchaser, following the Closing Date Merger, the "Borrower"), the several banks and other financial institutions and lenders from time to time party thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of September 14, 2011 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, MIC Intermediate Holding Corp., a Delaware corporation, the Borrower and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of September 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its Trademarks excluding any "intent to use" Trademark applications for which a statement of use has not been filed;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

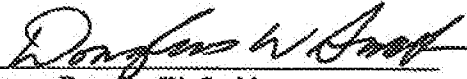
Section 4 **Grantor Remains Liable**. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5 **Counterparts**. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6 **Governing Law**. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAGPUL INDUSTRIES CORP.

By: 
Name: Douglas W. Smith
Title: Chief Operating Officer

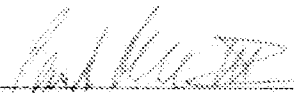
Signature Page to
Trademark Security Agreement

TRADEMARK
REEL: 004624 FRAME: 0661

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 

Carl A. Felton III
Director

ACKNOWLEDGMENT OF GRANTOR

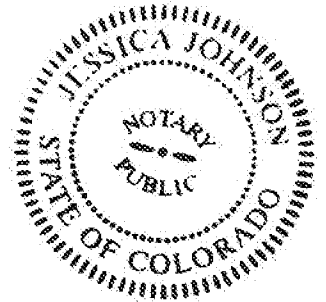
State of Colorado)
County of Weld)

ss.

On this 14 day of September, 2011 before me personally appeared Douglas W Smith proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Acropw Inc Corp, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

My Commission Expires
07/17/2012

Jessica Johnson
Notary Public



Signature Page to
Trademark Security Agreement

Trademarks

I. REGISTERED TRADEMARKS

See attached.

II. TRADEMARK APPLICATIONS

See attached.

Magpul Trademark Disclosure (Domestic)

All marks owned of record by Magpul Industries Corp.

Mark	Serial Number	Registration Number	Next Action	Due/open date
Magpul Logo	75/742,369	2,338,725	File 8/9 Affidavits	4/4/2019
Magpul®	77/208,409	3,381,306	File 8/15 Affidavits	2/12/2013
PMAG®	77/568,944	3,608,684	File 8/15 Affidavits	4/21/2014
MOE®	77/568,991	3,608,686	File 8/15 Affidavits	4/21/2014
MBUS®	77/568,892	3,696,887	File 8/15 Affidavits	10/13/2014
ASAP®	77/677,475	3,704,670	File 8/15 Affidavits	11/3/2014
X Logo	77/759,447	3,742,132	File 8/15 Affidavits	1/26/2015
B.A.D. Lever®	77/847,133	3,813,473	File 8/15 Affidavits	7/6/2015
MIAD®	77/942,357	3,856,411	File 8/15 Affidavits	10/5/2015
SpeedPlate®	77/962,334	3,856,774	File 8/15 Affidavits	10/5/2015
PRS®	77/962,411	3,856,775	File 8/15 Affidavits	10/5/2015
CTR®	77/962,373	3,864,177	File 8/15 Affidavits	10/19/2015
Unfair Advantage®	85/112,639	3,947,762	File 8/15 Affidavits	4/19/2016
RVG®	85/126,496	3,947,911	File 8/15 Affidavits	4/19/2016
UBR®	85/126,505	3,947,912	File 8/15 Affidavits	4/19/2016
AFG®	85/126,485	3,957,628	File 8/15 Affidavits	5/10/2016
RSA®	85/203,230	3,993,980	File 8/15 Affidavits	07/12/2016

Mark	Serial Number	Registration Number	Next Action	Due/open date
Magpul Inner Logo w/o Circle	85/122,631		Verify Publication	08/30/2011
MVG™	85/126,499		Verify Reg	08/30/2011
American Manufacturing Logo	85/256,067		Verify Opp	08/30/2011
Magpul Dynamics logo	85/363,984		Verify OA1	10/06/2011
Magpul Dynamics™/SM	85/385,132		Verify OA1	10/31/2011
XTM™	85/385,173		Verify OA1	10/31/2011
MagLevel™	85/385,184		Verify OA1	10/31/2011
EMAG™	85/385,069		Verify OA1	10/31/2011
MS3™	85/385,029		Verify OA1	10/31/2011
Common Law Marks				
ACS™				
L-Plate™				
Ranger™				
Ranger Plate™				
SSG Selector™				
PRS2™				