

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Assignment of Intangible Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Point Blank Solutions, Inc.		11/28/2011	CORPORATION: DELAWARE
Point Blank Body Armor, Inc.		11/28/2011	CORPORATION: DELAWARE
Protective Apparel Corporation of America		11/28/2011	CORPORATION: NEW YORK
PBSS, LLC		11/28/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Point Blank Enterprises, Inc.
Street Address:	5200 Town Center Circle, Suite 600
Internal Address:	c/o Sun Capital Partners V, L.P.
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2980291	ARMOR PROTECTION ENHANCEMENT SYSTEM
Registration Number:	2954005	COUNTERPOINT
Registration Number:	2990581	GENESIS
Registration Number:	2866014	INTERCEPTOR
Registration Number:	2820318	PATHFINDER
Registration Number:	2403512	POINT BLANK
Registration Number:	2922997	POINT BLANK BODY ARMOR INC.
Registration Number:	3097719	PROTECTING AMERICA'S HEROES
Registration Number:	2852809	S.P.I.D.E.R.
Registration Number:	3776242	THE ROUND STOPS HERE

CH \$340.00 2980291

Registration Number:	3266155	VISION
Registration Number:	3043138	W.E.B.S.
Registration Number:	3594896	WEAR IT FOR LIFE

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	11312-4 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	01/17/2012

Total Attachments: 12
source=Point Blank IP Assignment#page1.tif
source=Point Blank IP Assignment#page2.tif
source=Point Blank IP Assignment#page3.tif
source=Point Blank IP Assignment#page4.tif
source=Point Blank IP Assignment#page5.tif
source=Point Blank IP Assignment#page6.tif
source=Point Blank IP Assignment#page7.tif
source=Point Blank IP Assignment#page8.tif
source=Point Blank IP Assignment#page9.tif
source=Point Blank IP Assignment#page10.tif
source=Point Blank IP Assignment#page11.tif
source=Point Blank IP Assignment#page12.tif

**AMENDED AND RESTATED
ASSIGNMENT OF INTANGIBLE PROPERTY**

Point Blank Solutions, Inc., a Delaware corporation (“**PB**”), Point Blank Body Armor, Inc., a Delaware corporation (“**PB Armor**”), Protective Apparel Corporation of America, a New York corporation (“**PACA**”), and PBSS, LLC, a Delaware limited liability company (“**PBSS**” and collectively with PB, PB Armor, and PACA, the “**Assignors**”), each of the entities comprising Assignor being a Debtor and Debtor in Possession under Case No. 10-11255 (PJW) in the United States Bankruptcy Court for the District of Delaware are executing this Amended and Restated Assignment of Intangible Property (the “**Assignment**”) in favor of Point Blank Enterprises, Inc., a Delaware corporation (the “**Assignee**”), with respect to the following facts and circumstances:

(A) PB, PB Armor and PACA (collectively, the “**Sellers**”) and Assignee have heretofore entered into that certain Asset Purchase Agreement dated October 27, 2011 (the “**Agreement**”). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) On October 31, 2011 the Assignors and the Assignee entered into that certain Assignment of Intangible Property (the “**Original Assignment**”) and concurrently with the execution and delivery of the Original Assignment, the Assignors and the Assignee consummated the transactions contemplated by the Agreement.

(C) The Assignors and the Assignee desire to amend and restate the Original Assignment in its entirety as set forth in this Assignment effective as of October 31, 2011 to clarify the Intangible Property assigned, conveyed and transferred hereby.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which the Assignors hereby expressly acknowledge, each Assignor, as to itself, hereby assigns, conveys, transfers and sets over unto the Assignee, all of its right, title and interest, if any, in and to all Intangible Property owned by such Assignor, including all of its right, title and interest, if any, in and to the Intangible Property set forth on Schedule I attached hereto. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Assignors and the Assignee.

Notwithstanding anything to the contrary herein, the Assignors are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 6). In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

In the event that the Assignors or the Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing Party(ies) in that action or proceeding shall be entitled to have and recover from the non-prevailing Party(ies) all such fees, costs and expenses (including, without limitation, all court costs and reasonable

attorneys' fees) as the prevailing Party(ies) may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

PBSS is joining in this Assignment for the sole and exclusive purpose of transferring and assigning to the Assignee its right, title and interest, if any, in and to the Intangible Property and for no other purpose and to no greater extent.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the 28th day of November, 2011.

ASSIGNOR:

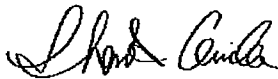
Point Blank Solutions, Inc., a Delaware corporation and Debtor and Debtor in Possession

By: 

Name: T. Scott Avila

Its: CRO

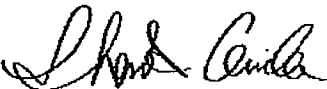
Point Blank Body Armor, Inc., a Delaware corporation and Debtor and Debtor in Possession

By: 

Name: T. Scott Avila

Its: CRO

Protective Apparel Corporation of America, a New York corporation and Debtor and Debtor in Possession

By: 

Name: T. Scott Avila

Its: CRO

PBSS:

**PBSS, LLC, a Delaware limited liability
company and Debtor and Debtor in Possession**

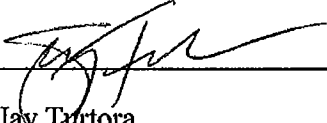
By: 

Name: T. Scott Avila

Its: CRO

ASSIGNEE:

**Point Blank Enterprises, Inc., a Delaware
corporation**

By:  _____

Name: Jay Tirtora

Its: Vice President and Chief Financial Officer

SCHEDULE I
TO
ASSIGNMENT


Patents

Current Owner	Country	Title	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date
Point Blank Body Armor	U.S.	—	13/116693 5/26/2011	—	—
Point Blank Body Armor	U.S.	Ballistic Lumbar Support Belt	12/334210 12/12/2008	20100152636	—
Point Blank Body Armor	U.S.	Kit Cover	11/862703 9/27/2007	20090083892	—
Point Blank Body Armor	U.S.	Ballistic Resistant Garment Quick Release System	12/233946 9/19/2008	20100071106	7926117 4/19/2011
Point Blank Body Armor	U.S.	Bullet-Resistant Back Extender	11/345986 2/2/2006	—	7748053 7/6/2010
Point Blank Body Armor, Inc.	U.S.	Adjustable concealed body armor	10/644552 8/19/2003	20050193481	7401363 7/22/2008
Point Blank Body Armor, Inc.	U.S.	Modular Front Opening Body Armor	10/205103 7/25/2002	20030066116	6698024 3/2/2004

Patent Licenses

1. Patent License Agreement between Paul Gionfriddo and Point Blank Body Armor Inc., dated April 5, 2004.
2. Patent license Agreement between Resolution Group, Inc. and Point Blank Solutions, Inc., dated September 25, 2009.

Trademarks

Current Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services
Point Blank Body Armor, Inc. (Delaware corp.)	ARMOR PROTECTION ENHANCEMENT SYSTEM	U.S.	78/397933 4/7/2004	2980291 7/26/2005	9, PROTECTIVE BODY ARMOR AND CLOTHING, NAMELY BALLISTIC, BULLET, SLASH, AND STAB RESISTANT BODY ARMOR
Point Blank Body Armor, Inc. (Delaware corp.)	COUNTERPOINT	U.S.	75/690679 4/22/1999	2954005 5/24/2005	9, PROTECTIVE BODY ARMOR, NAMELY BALLISTIC, BULLET, SLASH, AND STAB RESISTANT BODY ARMOR, SOLD AS A COMPONENT OF PROTECTIVE CLOTHING
Point Blank Body Armor, Inc. (Delaware corp.)	GENESIS	U.S.	78/361229 2/2/2004	2990581 8/30/2005	9, PROTECTIVE BODY ARMOR, NAMELY, BALLISTIC, BULLET, SLASH AND STAB RESISTANT BODY ARMOR AND PROTECTIVE CLOTHING
Point Blank Body Armor, Inc. (Delaware corp.)	INTERCEPTOR	U.S.	76/419089 6/10/2002	2866014 7/27/2004	9, PROTECTIVE BODY ARMOR, NAMELY, BALLISTIC, BULLET, RESISTANT BODY ARMOR
Point Blank Body Armor, Inc. (Delaware corp.)	PATHFINDER	U.S.	76/419077 6/10/2002	2820318 3/2/2004	9, PROTECTIVE BODY ARMOR, NAMELY BALLISTIC, BULLET, SLASH, AND STAB RESISTANT BODY ARMOR AND PROTECTIVE CLOTHING
Point Blank Body Armor, Inc. (Delaware corp.)	POINT BLANK	U.S.	75/679417 4/12/1999	2403512 11/14/2000	9, BALLISTIC PROTECTIVE PRODUCTS, NAMELY, BULLETPROOF VESTS, BULLET RESISTANT VESTS, TACTICAL ARMOR TO PROTECT TORSO, NECK AND GROIN, OUTER AND UNDER BULLET-RESISTANT GARMENTS, BALLISTIC BLANKETS FOR PROTECTIVE PURPOSES, ARMOR PLATES MADE OF BULLET-RESISTANT, BLADE-RESISTANT MATERIAL, JACKETS WITH BALLISTIC-RESISTANT INSERTS, BALLISTIC SHIELDS, ANTI-STAB INSERTS, PROTECTIVE TRAINING SUITS, PROTECTIVE GLOVES, POUCHES SEWN ON OR INCORPORATED IN THE GARMENT FOR USE WITH APPROPRIATE EQUIPMENT USED FOR THE STANDARD POLICE, CORRECTION OFFICERS AND MILITARY USE 18, REINFORCED CARRY BAGS IN CASES FOR TRANSPORTING AND STORING ARMOR AND WEAPONS
Point Blank Body Armor, Inc. (Delaware corp.)	POINT BLANK BODY ARMOR INC. and Design 	U.S.	78/342148 12/17/2003	2922997 2/1/2005	9, PROTECTIVE BODY ARMOR, NAMELY, BULLET, SLASH, AND STAB RESISTANT BODY ARMOR AND PROTECTIVE CLOTHING

Current Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services
Point Blank Body Armor, Inc. (Delaware corp.)	PROTECTING AMERICA'S HEROES	U.S.	78/597374 3/29/2005	3097719 5/30/2006	9, PROTECTIVE BODY ARMOR, NAMELY, BULLET, SLASH, AND STAB RESISTANT BODY ARMOR, AND PROTECTIVE CLOTHING, NAMELY, BULLET, KNIFE AND IMPACT RESISTANT ELBOW, SHIN AND KNEE PADS
Point Blank Body Armor, Inc. (Delaware corp.)	S.P.I.D.E.R.	U.S.	76/483482 1/21/2003	2852809 6/15/2004	9, PROTECTIVE BODY ARMOR, NAMELY, BALLISTIC, BULLET, SLASH, AND STAB RESISTANT BODY ARMOR
Protective Apparel Corporation of America (New York corp.)	THE ROUND STOPS HERE	U.S.	77/978576 10/9/2007	3776242 4/13/2010	9, PROTECTIVE BODY ARMOR, NAMELY, BALLISTIC, BULLET, SLASH AND STAB RESISTANT BODY ARMOR, BODY VESTS; PROTECTIVE ARMORED CLOTHING, NAMELY, CONCEALED BULLET-RESISTANT PANELS USED IN BODY ARMOR; BALLISTIC PROTECTIVE PRODUCTS, NAMELY, BULLETPROOF VESTS, BULLET RESISTANT VESTS, BALLISTIC BLANKETS FOR PROTECTIVE PURPOSES, ARMOR PLATES MADE OF BULLET-RESISTANT AND BLADE-RESISTANT MATERIAL, ANTI-STAB INSERTS, PROTECTIVE TRAINING SUITS
Point Blank Body Armor Inc. (Delaware corp.)	VISION	U.S.	78/696584 8/19/2005	3266155 7/17/2007	9, PROTECTIVE BODY ARMOR, NAMELY, BULLET, SLASH, AND STAB RESISTANT BODY ARMOR AND PROTECTIVE CLOTHING; HAND-HELD BALLISTIC SHIELDS, AND BALLISTIC PROTECTIVE PLATES FOR USE IN BODY ARMOR
Point Blank Body Armor, Inc. (Delaware corp.)	W.E.B.S.	U.S.	76/426170 6/28/2002	3043138 1/17/2006	9, PROTECTIVE BODY ARMOR, NAMELY BALLISTIC, BULLET, SLASH, AND STAB RESISTANT BODY ARMOR AND PROTECTIVE CLOTHING
Point Blank Body Armor Inc. (Delaware corp.)	WEAR IT FOR LIFE	U.S.	77/976224 5/2/2007	3594896 5/2/2007	9, PROTECTIVE BODY ARMOR, NAMELY, BALLISTIC, BULLET, SLASH AND STAB RESISTANT BODY ARMOR, BODY VESTS, AND PROTECTIVE CLOTHING; PROTECTIVE ARMORED CLOTHING, NAMELY, CONCEALED BULLET-RESISTANT PANELS USED IN BODY ARMOR; BALLISTIC PROTECTIVE PRODUCTS, NAMELY, BULLETPROOF VESTS, BULLET RESISTANT VESTS, TACTICAL ARMOR TO PROTECT TORSO, NECK AND GROIN, OUTER AND UNDER BULLET-RESISTANT GARMENTS, BALLISTIC BLANKETS FOR PROTECTIVE PURPOSES, ARMOR PLATES MADE OF BULLET-RESISTANT AND BLADE-RESISTANT MATERIAL, BALLISTIC SHIELDS, ANTI-STAB INSERTS, PROTECTIVE GLOVES, BULLET, KNIFE AND IMPACT RESISTANT ELBOW, SHIN AND KNEE PADS, POUCHES SEWN ON OR INCORPORATED IN THE GARMENT FOR USE WITH APPROPRIATE EQUIPMENT USED FOR POLICE, CORRECTIONAL OFFICERS AND MILITARY USES

Trademark Licenses

None.

ASSIGNMENT OF INTANGIBLE PROPERTY

Point Blank Solutions, Inc., a Delaware corporation (“**PB**”), Point Blank Body Armor, Inc., a Delaware corporation (“**PB Armor**”), Protective Apparel Corporation of America, a New York corporation (“**PACA**”), and PBSS, LLC, a Delaware limited liability company (“**PBSS**” and collectively with PB, PB Armor, and PACA, the “**Assignors**”), each of the entities comprising Assignor being a Debtor and Debtor in Possession under Case No. 10-11255 (PJW) in the United States Bankruptcy Court for the District of Delaware are executing this Assignment of Intangible Property (the “**Assignment**”) in favor of Point Blank Enterprises, Inc., a Delaware corporation (the “**Assignee**”), with respect to the following facts and circumstances:

(A) PB, PB Armor and PACA (collectively, the “**Sellers**”) and Assignee have heretofore entered into that certain Asset Purchase Agreement dated October 27, 2011 (the “**Agreement**”). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Sellers and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to Section 3.2.3 of the Agreement, Assignors are required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignors hereby expressly acknowledge, each Assignor, as to itself, hereby assigns, conveys, transfers and sets over unto Assignee, all of its right, title and interest, if any, in and to all Intangible Property. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignors and Assignee.

Notwithstanding anything to the contrary herein, Assignors are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the acknowledgement and disclaimer set forth in Section 6). In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

In the event that Assignors or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing Party(ies) in that action or proceeding shall be entitled to have and recover from the non-prevailing Party(ies) all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys’ fees) as the prevailing Party(ies) may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

PBSS is joining in this Assignment for the sole and exclusive purpose of transferring and assigning to Buyer its right, title and interest, if any, in and to the Intangible Property and for no other purpose and to no greater extent.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 7 day of October, 2011.

ASSIGNOR:

Point Blank Solutions, Inc., a Delaware corporation and Debtor and Debtor in Possession

By: [Signature]
Name: Chris A. Arico
Its: CEO

Point Blank Body Armor, Inc., a New York corporation and Debtor and Debtor in Possession

By: [Signature]
Name: T. Scott Arico
Its: CEO

Protective Apparel Corporation of America, a Delaware corporation and Debtor and Debtor in Possession

By: [Signature]
Name: T. Scott Arico
Its: CEO

PBSS:

PBSS, LLC, a Delaware limited liability company and Debtor and Debtor in Possession

By: [Signature]
Name: T. Scott Arico
Its: CEO

ASSIGNEE:

**Point Blank Enterprises, Inc., a Delaware
corporation.**

By:


Name: G. Brian McGee

Its: Vice President

Signature Page to Assignment of Intangible Property