

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
Point Blank Enterprises, Inc.		10/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Financing, Inc.
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

Name:	Bank of Montreal
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

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

CH \$340.00 2980291

Registration Number:	2852809	S.P.I.D.E.R.
Registration Number:	3776242	THE ROUND STOPS HERE
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: 8  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 31, 2011, by the Grantor listed on the signature pages hereof, in favor of BMO HARRIS FINANCING, INC., a Delaware corporation, and BANK OF MONTREAL, a Canadian chartered bank (together with their successors and assigns in such capacity, collectively referred to as the "Bank").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Authorization Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") by and among POINT BLANK ENTERPRISES, INC. ("Borrower"), and the Bank, the Bank agreed to make loans and issue letters of credit to Borrower from time to time pursuant to the terms and conditions of the Loan Agreement;

WHEREAS, pursuant to the Security Agreement dated as of the date hereof by and among Borrower and the Bank (the "Security Agreement"), the Grantor is required to execute and deliver to the Bank, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan or Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Bank a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto, except any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office; and

(b) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by the Grantor to the Bank whether or not they are

unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Bank within thirty (30) days after the end of each fiscal quarter with respect to any new registered U.S. Trademarks, U.S. trademark applications and Licenses for registered Trademarks from such fiscal quarter. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered U.S. trademarks (to the extent provided in the Security Agreement), U.S. trademark applications and Licenses for registered Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification

Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*Remainder of page intentionally left blank; signature page follows.*

IN WITNESS WHEREOF, each 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.

GRANTOR:

**POINT BLANK ENTERPRISES, INC.**

By: 

Name: Jay Turtora


Title: Vice President, Chief Financial Officer and  
Treasurer

Signature Page to Point Blank Enterprises, Inc. Trademark Security Agreement


**TRADEMARK**  
**REEL: 004699 FRAME: 0535**

ACCEPTED AND  
ACKNOWLEDGED BY:

BMO HARRIS FINANCING, INC.,  
as Bank

By:   
Name: Brett Sanchez  
Title: Vice President

BANK OF MONTREAL,  
as Bank

By:   
Name: Brett Sanchez  
Title: Vice President

Signature Page to Point Blank Enterprises, Inc. Trademark Security Agreement


TRADEMARK  
REEL: 004699 FRAME: 0536

**SCHEDULE I**  
TO  
**TRADEMARK SECURITY AGREEMENT**

Trademarks

<b>Current Owner</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Class/Goods and Services</b>
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



Current Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services
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
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

Current Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services
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

Licenses

None.