

**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):

Point Blank Enterprises, Inc.
2102 SW 2nd Street, Building 6B
Pompano Beach, FL 33069

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

Citizenship (see guidelines) Delaware

Execution Date(s) April 30, 2012

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: FL

Country: USA

Zip: 33301

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____

Corporation Citizenship Michigan

Other National Ass. 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 Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

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-udsalbany@woterskluwers.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 1640

Expiration Date 10/13

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Mercedes Farinas
Signature

5/8/12
Date

Mercedes Farinas

Name of Person Signing


Total number of pages including cover sheet, attachments, and document. **8**

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 \$265.00 2886014

Schedule I
to
Short Form Trademark Security Agreement

List of Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Expiration Date
INTERCEPTOR	U.S.	78/418089 6/10/2002	2888014 7/27/2004	Renewal due 7/24/2014
PATHFINDER	U.S.	76/419077 6/10/2002	2820318 3/2/2004	Renewal due 3/2/2014
POINT BLANK	U.S.	75/679417 4/12/1999	2403512 11/14/2000	Renewal due 11/14/2020
POINT BLANK BODY ARMOR INC. and Design 	U.S.	78/342148 12/17/2003	2922997 2/1/2005	Renewal due 2/1/2015
PROTECTING AMERICA'S HEROES	U.S.	78/587374 3/29/2005	3097719 6/30/2006	6-year Affidavit of Use due 5/30/2012 Renewal due 5/30/2016
S.P.I.D.E.R.	U.S.	76/483482 1/21/2003	2852809 6/15/2004	Renewal due 6/15/2014
THE ROUND STOPS HERE	U.S.	77/978576 10/9/2007	3776242 4/13/2010	6-year Affidavit of Use due 4/13/2016 Renewal due 4/13/2020
VISION	U.S.	78/696584 8/19/2005	3268155 7/17/2007	6-year Affidavit of Use due 7/17/2013 Renewal due 7/17/2017
W.E.B.S.	U.S.	76/426170 6/28/2002	3043138 1/17/2006	6-year Affidavit of Use due 1/17/2012; grace period expires 7/17/2012 Renewal due 1/17/2016
WEAR IT FOR LIFE	U.S.	77/976224 5/2/2007	3594896 5/2/2007	6-year Affidavit of Use due 5/2/2013 Renewal due 5/2/2017

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of April, 2012, by and between POINT BLANK 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 May 23, 2011, as amended by Amendment No. 1 to Loan and Security Agreement, dated as of October 14, 2011, and Amendment No. 2 to 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 and certain of its affiliates, Secured Party has agreed to make certain financial accommodations available to Debtor and its affiliates 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

POINT BLANK ENTERPRISES, INC.

By: Tom Steffen

Name: Tom Steffen

Title: CFO, Vice President & Treasurer

SECURED PARTY

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name:

Title:

[Short Form Trademark Agreement]

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

POINT BLANK ENTERPRISES, INC.

By: _____
Name:
Title:

SECURED PARTY

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____
Name: Debn. CHAKALOS
Title: SVR

[Short Form Trademark Agreement]