

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
Kranos Acquisition Corporation		06/15/2012	CORPORATION: DELAWARE
Kranos Corporation		06/15/2012	CORPORATION: DELAWARE
Kranos IP Corporation		06/15/2012	CORPORATION: DELAWARE
Kranos IP II Corporation		06/15/2012	CORPORATION: DELAWARE
Kranos RE Corporation		06/15/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Garrison Loan Agency Services LLC, as Agent
Street Address:	1350 AVENUE OF THE AMERICAS, 9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	78690087	ADVANTAGE
Serial Number:	78979060	DNA
Serial Number:	78536534	GPU PREMIER
Serial Number:	78235251	SLAM SERIES
Serial Number:	78150931	AIR
Serial Number:	78287997	DNA
Serial Number:	76264919	RECRUIT
Serial Number:	76237196	SCHUTT
Serial Number:	76099144	FIT-TECH
Serial Number:	76232753	ADVANTAGE
Serial Number:	72449449	FULL-CAGE

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Serial Number:	75655497	S
Serial Number:	75271342	TUFF-PLAY
Serial Number:	75268040	LIGHTNING
Serial Number:	75267936	TORNADO
Serial Number:	75267875	JR BLOCKER
Serial Number:	75267806	JR PRO
Serial Number:	75268048	HOLLYWOOD BASES
Serial Number:	74474864	PREP
Serial Number:	74713065	AIR VARSITY
Serial Number:	74474865	BULLY
Serial Number:	74474861	GOLD-POINT
Serial Number:	74277410	ARMORGUARD
Serial Number:	74055033	JACK CORBETT
Serial Number:	73770119	AIR
Serial Number:	73537034	SCHUTT S
Serial Number:	73486336	PRO-AIR
Serial Number:	73061170	PERMA-LACE
Serial Number:	72312504	SUPER-PRO
Serial Number:	74055028	HOLLYWOOD IMPACT
Serial Number:	85479431	VENGEANCE

CORRESPONDENCE DATA

Fax Number: 2147581550
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-758-1500
Email: apickell@pattonboggs.com
Correspondent Name: Aaron Pickell
Address Line 1: 2000 McKinney Ave. Suite 1700
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	029186.0115
NAME OF SUBMITTER:	Aaron Pickell
Signature:	/Aaron Pickell/
Date:	06/15/2012

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of June, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GARRISON LOAN AGENCY SERVICES LLC**, a Delaware limited liability company ("GIG"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 15, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **KRANOS ACQUISITION CORPORATION**, a Delaware corporation ("Parent"), **KRANOS CORPORATION**, a Delaware corporation ("Kranos"), **KRANOS IP CORPORATION**, a Delaware corporation ("Kranos IP"), **KRANOS IP II CORPORATION**, a Delaware corporation ("Kranos IP2"), and **KRANOS RE CORPORATION**, a Delaware corporation ("Kranos RE", together with Kranos, Kranos IP, and Kranos IP2 each individually, a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors (as defined in the Security Agreement) shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of June 15, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same (collectively, "Trademarks") and

Trademark intellectual property licenses to which it is a party including those Trademarks referred to on Schedule I:

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark intellectual property license; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark intellectual property license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. Intentionally Omitted.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of each 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. 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 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations other than unasserted contingent indemnification or expense reimbursement Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

9. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE STATE, COUNTY, AND CITY OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY

AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERE TO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

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.

GRANTORS:

KRANOS ACQUISITION CORPORATION,
a Delaware corporation

h By: Mary Ann Sigler
Name: **Mary Ann Sigler**
Title: **President**

KRANOS CORPORATION,
a Delaware corporation

h By: Mary Ann Sigler
Name: **Mary Ann Sigler**
Title: **Vice President**

KRANOS IP CORPORATION,
a Delaware corporation

h By: Mary Ann Sigler
Name: **Mary Ann Sigler**
Title: **President**

KRANOS IP II CORPORATION,
a Delaware corporation

h By: Mary Ann Sigler
Name: **Mary Ann Sigler**
Title: **President**

KRANOS RE CORPORATION,
a Delaware corporation

h By: Mary Ann Sigler
Name: **Mary Ann Sigler**
Title: **President**

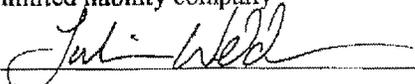
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GARRISON LOAN AGENCY SERVICES LLC, a
Delaware limited liability company

By: 
Name: JULIAN WELDON
Title: SECRETARY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Please see attached.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Kranos IP II Corporation Trademarks

Common Law rights of Kranos IP II Corporation in the following product identifiers:

1. A-2000 Pro Elite
2. A-2010 Pro Elite
3. A-2015 Pro Elite
4. Y-4 Young Elite II
5. A-3000 APS System Helmet
6. EMS "Air Fit" System – Energy Management System
7. EMS "Foam Fit" System – Energy Management System

[Trademarks Continue on Next Page]

Kranos Trademark Listing

(Updated May 2012)

Trademark	Owner	Country	Status	Serial Number	Application Date	Registration Number	Registration Date	Class
ADVANTAGE	Kranos IP Corporation	United States	Registered	78690087	8/10/2005	3199778	1/16/2007	28
DNA	Kranos IP Corporation	United States	Registered	78979060	7/8/2005	3413542	4/15/2008	28
GPU PREMIER	Kranos IP Corporation	United States	Registered	78536534	12/21/2004	3202723	1/23/2007	28
SLAM SERIES	Kranos IP Corporation	United States	Registered	78235251	4/8/2003	3207288	2/13/2007	28
AIR	Kranos IP Corporation	United States	Registered	78150931	8/5/2002	2784267	11/18/2003	9
DNA	Kranos IP Corporation	United States	Registered	78287997	8/15/2003	3101520	6/6/2006	9
RECRUIT	Kranos IP Corporation	United States	Registered	76264919	5/31/2001	2722240	6/3/2003	9 & 28
SCHUTT	Kranos IP Corporation	United States	Registered	76237196	4/6/2001	2597593	7/23/2002	9 & 28
FIT-TECH	Kranos IP Corporation	United States	Registered	76099144	7/28/2000	2700930	3/25/2003	28
ADVANTAGE	Kranos IP Corporation	United States	Registered	76232753	3/29/2001	2697148	3/18/2003	9
FULL-CAGE	Kranos IP Corporation	United States	Registered	72449449	2/22/1973	993757	9/24/1974	28
S	Kranos IP Corporation	United States	Registered	75655497	3/5/1999	2554553	4/2/2002	9 & 28
TUFF-PLAY	Kranos IP Corporation	United States	Registered	75271342	4/8/1997	2130753	1/20/1998	28
LIGHTNING	Kranos IP Corporation	United States	Registered	75268040	4/2/1997	2178129	8/4/1998	28
TORNADO	Kranos IP Corporation	United States	Registered	75267936	4/2/1997	2178128	8/4/1998	28
JR BLOCKER	Kranos IP Corporation	United States	Registered	75267875	4/2/1997	2178127	8/4/1998	28
JR PRO	Kranos IP Corporation	United States	Registered	75267806	4/2/1997	2178125	8/4/1998	28
HOLLYWOOD BASES	Kranos IP Corporation	United States	Registered	75268048	4/2/1997	2219998	1/26/1999	28
PREP	Kranos IP Corporation	United States	Registered	74474864	12/28/1993	1924733	10/3/1995	28
AIR VARSITY	Kranos IP Corporation	United States	Registered	74713065	8/9/1995	2049877	4/1/1997	9
BULLY	Kranos IP Corporation	United States	Registered	74474865	12/28/1993	1924734	10/3/1995	28
GOLD-POINT	Kranos IP Corporation	United States	Registered	74474861	12/28/1993	1932194	10/31/1995	28
ARMORGUARD	Kranos IP Corporation	United States	Registered	74277410	5/21/1992	1814485	12/28/1993	28
JACK CORBETT	Kranos IP Corporation	United States	Registered	74055033	5/2/1990	1636239	2/26/1991	28
AIR	Kranos IP Corporation	United States	Registered	73770119	12/19/1988	1552105	8/15/1989	28
SCHUTT S	Kranos IP Corporation	United States	Registered	73537034	5/13/1985	1374032	12/3/1985	28
PRO-AIR	Kranos IP Corporation	United States	Registered	73486336	6/21/1984	1323501	3/5/1985	28
PERMA-LACE	Kranos IP Corporation	United States	Registered	73061170	8/22/1975	1037930	4/13/1976	28
SUPER-PRO	Kranos IP Corporation	United States	Registered	72312504	11/18/1968	907905	2/16/1971	28
HOLLYWOOD IMPACT	Kranos IP Corporation	United States	Registered	74055028	5/2/1990	1634240	2/5/1991	28
VENGEANCE	Kranos IP Corporation	United States	Pending	85479431	11/22/2011	Pending	Pending	9

TRADEMARK

RECORDED: 06/15/2012

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