

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
DREAMHAMMER PRODUCTS LLC		09/24/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	221 SOUTH FIGUEROA STREET, 3RD FLOOR
Internal Address:	SPECIAL ASSETS GROUP - WEST
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90012
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3165002	DREAMHAMMER
Registration Number:	4061479	DREAMHAMMER ADVANCED DEFENSE SYSTEMS
Registration Number:	4092299	BALLISTA
Registration Number:	4094602	BALLISTA
Registration Number:	4180417	
Registration Number:	4180419	DREAMHAMMER
Serial Number:	85268510	OMNI
Serial Number:	85638709	DRONEOS

CORRESPONDENCE DATA

Fax Number: 2132264028
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-488-7100

CH \$215.00 3165002

Email: kevin.davis@pillsburylaw.com
Correspondent Name: ROBERT V. SLATTERY, JR.
Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800
Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	058554-0000023
NAME OF SUBMITTER:	ROBERT V. SLATTERY, JR.
Signature:	/Robert V. Slattery, Jr./
Date:	10/10/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 24, 2012, is made by DREAMHAMMER PRODUCTS LLC, a Delaware limited liability company ("**Grantor**"), in favor of U.S. BANK NATIONAL ASSOCIATION ("**Lender**").

Recitals

A. DreamHammer Incorporated, a California corporation ("**Borrower**"), Grantor and Lender are party to an Amendment and Waiver Agreement dated on or about the date hereof (the "**Amendment**"), pursuant to which Lender has consented to Borrower's transfer to Grantor of certain personal property in which Lender holds a security interest under a Commercial Security Agreement dated October 30, 2007 (the "**Security Agreement**") executed by Borrower in favor of California National Bank. Lender is successor-in-interest to the Federal Deposit Insurance Corporation, receiver for California National Bank.

B. As a condition to the effectiveness of the Amendment, Grantor hereby agrees with Lender as set forth below.

Section 1. Defined Terms.

(a) Unless otherwise defined herein or in the Loan Agreement (as defined in the Amendment), terms used herein that are defined in the California Uniform Commercial Code shall have the respective meanings assigned to such terms in the California Uniform Commercial Code.

(b) Terms used but not otherwise defined herein that are defined in the Loan Agreement shall have the respective meanings given to those terms in the Loan Agreement.

(c) Each term set forth below shall have the meaning specified.

"**Goodwill**" means the goodwill connected with Grantor's business, including all goodwill connected with (i) the use of and symbolized by any Trademark or any Intellectual Property License with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, writings, descriptions, compositions, technical data, drawings, specifications, schematics, name plates, catalogs, confidential information (and the right to limit the use or disclosure thereof by any person or entity), pricing and cost information, business and marketing plans and proposals,

consulting agreements, engineering contracts and other assets relating to such goodwill and (iii) all product lines of Grantor's business.

“Intellectual Property Licenses” means all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark, whether Grantor is a licensor, licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages and payments for past, present or future infringements or violations thereof, (ii) rights to sue for past, present or future infringements or violations thereof and (iii) other rights to use, exploit or practice any Trademark.

“Trademarks” means all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to Grantor and all registrations and applications for the foregoing (whether statutory or common-law and whether established or registered in the United States of America or any other country or any political subdivision of any thereof), together with any and all (i) rights and privileges arising under applicable law with respect to Grantor's use of any thereof, (ii) extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Lender a security interest in all right, title and interest of Grantor in, to and under the following: (a) all Trademarks, including the Trademarks listed in Schedule 1 attached hereto; (b) all Goodwill associated with such Trademarks; (c) all proceeds of any and all of the foregoing; and (d) all causes of action arising before or after the date hereof for infringement of any of such Trademarks or for unfair competition regarding the same.

Section 3. Security Agreement. The security interest granted under this Agreement is granted in conjunction with the security interest granted to Lender under the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if set forth herein in full. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

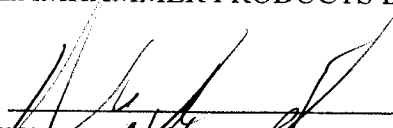
Section 4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Section 5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

[Signature page follows.]

Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

DREAMHAMMER PRODUCTS LLC

By: 
Name: Nelson Noel
Title: CEO

SCHEDULE 1
to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Registration Number	Description	Issue Date
3,165,002	DreamHammer	October 31, 2006
4,061,479	DreamHammer Advanced Defense Systems	November 22, 2011
4,092,299	Ballista (with hammer logo)	January 24, 2012
4,094,602	Ballista	January 31, 2012
4,180,417	hammer logo	April 12, 2011
4,180,419	DreamHammer (with hammer logo)	July 24, 2012

Trademark Applications:

Application Number	Description	Application Date
85/268,510	Omni (with hammer logo)	March 16, 2011
85/638,709	DroneOS	May 30, 2012