

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
Xenith, LLC		10/17/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue, Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	85976360	X
Registration Number:	4144339	FOR THE ENLIGHTENED WARRIOR
Registration Number:	3982153	FOR THE ENLIGHTENED WARRIOR
Registration Number:	3843782	XENITH ACADEMY
Registration Number:	3681113	ONE PLAYER, ONE HELMET
Registration Number:	3673909	USE YOUR BRAIN NOT YOUR HEAD!
Registration Number:	3617211	USE YOUR BRAIN NOT YOUR HEAD!
Registration Number:	3623835	SHOCK BONNET
Registration Number:	3565478	ADAPTIVE HEAD PROTECTION
Registration Number:	3565477	ADVANCING SAFETY & ACTIVITY THROUGH INNOVATION & EDUCATION
Registration Number:	3521998	ADVANCING SAFETY & ACTIVITY THROUGH INNOVATION & EDUCATION
Registration Number:	3477784	XENITH

OP \$565.00 85976360

Registration Number:	3477780	X
Registration Number:	3742793	AWARE FLOW
Registration Number:	3565415	FIT SEEKER
Registration Number:	3468656	XENITH
Serial Number:	85976454	X
Serial Number:	85190062	XENITH
Serial Number:	85190273	FOR THE ENLIGHTENED WARRIOR
Serial Number:	85190090	X
Serial Number:	85977369	XENITH
Serial Number:	77263952	ADVANCING SAFETY & ACTIVITY THROUGH INNOVATION & EDUCATION

CORRESPONDENCE DATA

Fax Number:

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

Email: thomasbr@gtlaw.com

Correspondent Name: Brandi Thomas

Address Line 1: Greenberg Traurig One International Plc

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Brandi Thomas
Signature:	/s/ Brandi Thomas
Date:	11/05/2012

Total Attachments: 7

source=Xenith, LLC Patent and Trademark Security Agreement 10.17.12#page1.tif
source=Xenith, LLC Patent and Trademark Security Agreement 10.17.12#page2.tif
source=Xenith, LLC Patent and Trademark Security Agreement 10.17.12#page3.tif
source=Xenith, LLC Patent and Trademark Security Agreement 10.17.12#page4.tif
source=Xenith, LLC Patent and Trademark Security Agreement 10.17.12#page5.tif
source=Xenith, LLC Patent and Trademark Security Agreement 10.17.12#page6.tif
source=Xenith, LLC Patent and Trademark Security Agreement 10.17.12#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is made as of this 17th day of October, 2012 between Xenith, LLC ("Borrower"), and Salus Capital Partners, LLC ("Lender").

RECITALS:

A. Reference is made to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Borrower and Lender. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

B. Lender has agreed to make Credit Extensions to Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The obligation of Lender to make such Credit Extensions is conditioned upon, among other things, the execution and delivery by Borrower of the Credit Agreement and the Loan Documents, including this Agreement, to secure the Obligations.

C. Borrower has agreed to execute this Agreement to secure the Obligations and for recording with the United States Patent and Trademark Security Office.

AGREEMENT:

For good and valuable consideration the parties hereto agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to (i) patents or applications for patents, (ii) fees or royalties with respect to each, and (iii) the right to sue for past infringement and damages therefore, including, without limitation the patents listed on **Exhibit A** attached hereto.

"Security Interest" has the meaning given to such term in Section 2 hereof.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, and (iii) the right to sue for past, present and future infringement, dilution and damages therefore, including, without limitation, the marks listed on **Exhibit B** attached hereto.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest"), in the Patents and in the Trademarks to secure

payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Authorization to Supplement. If Borrower obtains rights to any new registered Patents or registered Trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give notice in writing to Lender in accordance with Section 9.4 of the Credit Agreement with respect to any such new Patent or any new Trademark. Without limiting Borrower's obligations under this Section 5, Borrower hereby authorizes Lender unilaterally to modify this Agreement by amending **Exhibit A** to include such new Patent and **Exhibit B** to include any such new Trademark. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Exhibit A** hereto or **Exhibit B** hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all Patents and Trademarks, whether or not listed on **Exhibit A** hereto or **Exhibit B** hereto.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the Commonwealth of Massachusetts.

5. Notices. All notices required or permitted hereunder shall be given as provided in the Credit Agreement.

6. Amendments. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

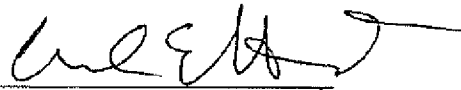
7. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

XENITH, LLC

By: 
Name: Charles S. Higgins
Title: CFO

SALUS CAPITAL PARTNERS, LLC

By: _____
Name:
Title:

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

XENITH, LLC

By: _____
Name:
Title:

SALUS CAPITAL PARTNERS, LLC


By: 
Name: Daniel F. O'Rourke
Title: Senior Vice President

EXHIBIT A

Patents:

United States Issued Patents:

<u>Docket No.:</u>	<u>Title:</u>	<u>Patent Number:</u>
XEN-005 US	Impact Energy Management Method and System	7774866
XEN-006 USCP (Continuation-in-Part)	Protective Structure and Method of Making Same	7,895,681
XEN-007 US	Headgear Securement System	7,950,073
XEN-013 US	Intake Tracking Hydration Container	7,959,023

United States Patent Applications:

<u>Docket No.:</u>	<u>Title:</u>	<u>Application Number:</u>
XEN-001 US	Mechanical Fasteners for Shock-Absorbing Helmets	13150867
XEN-002 US	Magnetic Impact Absorption in Protective Body Gear	13302220
XEN-003 US	Air Venting, Impact Absorbing Compressible Members	11815486
XEN-004 US	Energy-Absorbing Liners and Shape Conforming Layers for Use with Protective Headgear	11816145
XEN-020A US	Shock Absorbers for Protective Body Gear	13325715
XEN-020B US	Shock Absorbers for Protective Body Gear	13325728

Foreign Issued Patents:

<u>Docket No.:</u>	<u>Title:</u>	<u>Patent Number:</u>
XEN-004 CN (China)	Energy-Absorbing Liners and Shape Conforming Layers for Use with Protective Headgear	ZL200680012336.3
XEN-004 EP (Europe) (Validated in DE (Germany), ES (Spain), FR (France), IE (Ireland), GB (United Kingdom), IT (Italy) & SE (Sweden))	Energy-Absorbing Liners and Shape Conforming Layers for Use with Protective Headgear	1848293 (DE Pat. No. 602006007952.4)
XEN-004 HK (Hong Kong)	Energy-Absorbing Liners and Shape Conforming Layers for Use with Protective Headgear	1112163
XEN-005 CN (China)	Impact Energy Management Method and System	200780044303.7
XEN-007 EP (Europe) (Validated in DE (Germany), FR (France), GB (United Kingdom) & IT (Italy))	Headgear Securement System	2180802 (DE Pat. No. 602008014502.6)
XEN-008 DS (Design)	Protective Helmet	D582607

XEN-009 DS (Design)	Protective Helmet Liner	D570055
XEN-010 DS (Design)	Helmet Liner Cell	D584456
XEN-011 DS (Design)	Protective Helmet Shell	D581599
XEN-016 DS (Design)	Protective Helmet Compression Member	D603103
XEN-017 DS (Design)	Snap Buckle	D608688

Foreign Patent Applications:

<u>Docket No.:</u>	<u>Title:</u>	<u>Application Number:</u>
XEN-004 CA (Canada)	Energy-Absorbing Liners and Shape Conforming Layers for Use with Protective Headgear	2598015
XEN-004 CND1 (China Divisional)	Energy-Absorbing Liners and Shape Conforming Layers for Use with Protective Headgear	200910209871.3
XEN-004 HK1 (Hong Kong)	Energy-Absorbing Liners and Shape Conforming Layers for Use with Protective Headgear	08113180.5
XEN-005 CP (Continuation-in-Part)	Impact Energy Management Method and System	12857753
XEN-005 CPC1 (Continuation of Continuation-in-Part)	Impact Energy Management Method and System	13534160
XEN-005 CA (Canada)	Impact Energy Management Method and System	2663728
XEN-005 CPCA (Canada)	Impact Energy Management Method and System	2748644
XEN-005 EP (Europe)	Impact Energy Management Method and System	07873757.4
XEN-005 CPEP (Europe)	Impact Energy Management Method and System	11250730.6
XEN-005 HK (Hong Kong)	Impact Energy Management Method and System	10100259.4
XEN-005 TW (Taiwan)	Impact Energy Management Method and System	96137220
XEN-006 CA (Canada)	Protective Structure and Method of Making Same	2681439
XEN-006 CN (China)	Protective Structure and Method of Making Same	200880015827.2
XEN-006 EP (Europe)	Protective Structure and Method of Making Same	08794322.1
XEN-006 TW (Taiwan)	Protective Structure and Method of Making Same	097109973
XEN-007 CA (Canada)	Headgear Securement System	2696242
XEN-007 CN (China)	Headgear Securement System	200880111356.5
XEN-007 HK (Hong Kong)	Headgear Securement System	11101652.4
XEN-007 TW (Taiwan)	Headgear Securement System	200916009
XEN-012 CA (Canada)	Protective Helmet Compression Member	2750596
XEN-012TW (Taiwan)	Protective Helmet Compression Member	0991402402

EXHIBIT B

Trademarks and Service Marks:

Issued Trademarks and Service Marks:

<u>Mark:</u>	<u>Registration Number:</u>
X	4159224
FOR THE ENLIGHTENED WARRIOR	4144339
FOR THE ENLIGHTENED WARRIOR	3982153
XENITH ACADEMY	3843782
ONE PLAYER, ONE HELMET	3681113
USE YOUR BRAIN NOT YOUR HEAD!	3673909
USE YOUR BRAIN NOT YOUR HEAD!	3617211
SHOCK BONNET	3623835
ADPTIVE HEAD PROTECTION	3565478
ADVANCING SAFETY & ACTIVITY THROUGH INNOVATION & EDUCATION	3565477
ADVANCING SAFETY & ACTIVITY THROUGH INNOVATION & EDUCATION	3521998
XENITH	3477784
X	3477780
AWARE FLOW	3742793
FIT SEEKER	3565415
XENITH	3468656

Applications:

<u>Mark:</u>	<u>Serial Number:</u>
X	85976454
XENITH	85190062
FOR THE ENLIGHTENED WARRIOR	85190273
X	85190090
XENITH	85977369
ADVANCING SAFETY & ACTIVITY THROUGH INNOVATION & EDUCATION	77263952