

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
Tyr Tactical, LLC		03/27/2011	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	Armorworks Enterprises, LLC
Street Address:	305 N. 54th Street
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85226
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4012330	NEXT GENERATION WARRIOR
Registration Number:	4012331	[NGW]
Registration Number:	4012334	LWAS
Registration Number:	4012335	LWPC
Registration Number:	4107695	PV
Registration Number:	4204371	PLUMA VIRES
Serial Number:	85224177	BALLISTIC VEIN
Serial Number:	85224195	ARMOR VEIN
Serial Number:	85224204	BALLISTIC RIDGE
Serial Number:	85224319	

CORRESPONDENCE DATA

Fax Number: 6029165517

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

via US Mail.

Phone: 602-916-5317
Email: ip@fclaw.com
Correspondent Name: Susan Stone Rosenfield
Address Line 1: 3003 N. Central Avenue
Address Line 2: Suite 2600
Address Line 4: Phoenix, ARIZONA 85012

ATTORNEY DOCKET NUMBER:	010174.0035
NAME OF SUBMITTER:	Susan Stone Rosenfield
Signature:	/Susan Stone Rosenfield/
Date:	11/14/2012

Total Attachments: 12

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US Trademark Reg. No. 4, 012, 330
US Trademark Reg. No. 4, 204, 371
US Trademark Reg. No. 4, 107, 695
US Trademark Reg. No. 4, 012, 335
US Trademark Reg. No. 4, 012, 334
US Trademark Reg. No. 4, 012, 331

US Trademark App. No. 85/224,204
US Trademark App. No. 85/224,195
US Trademark App. No. 85/224,177
US Trademark App. No. 85/224,319

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of March 27, 2011, is made between Tyr Tactical, LLC, an Arizona limited liability company (the "Debtor"), and ArmorWorks Enterprises, LLC, an Arizona limited liability company (the "Secured Party").

Debtor has issued a Secured Promissory Note to Secured Party dated as of even date herewith with an original amount of [REDACTED] (the "Note").

To induce the Secured Party to extend credit to the Debtor under the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor has agreed to grant a security interest in the Collateral (as hereinafter defined) as security for the Obligations for the benefit of the Secured Party.

Accordingly, the parties hereto agree as follows:

SECTION 1. Definitions; Interpretation.

(a) All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Note.

(b) As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Arizona.

(c) Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) In this Agreement, (i) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; and (ii) the captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

SECTION 2. Security Interest.

(a) As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in, to and under all of its personal property, wherever located and whether now existing or owned or hereafter acquired or arising, including all accounts, chattel paper, commercial tort claims, documents, equipment (including all fixtures), general intangibles, intellectual property rights, instruments, inventory, investment property, letter-of-credit rights, insurance claims, other goods, money and all products, proceeds and supporting obligations of any and all of the foregoing (collectively, the "Collateral").

(b) This Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 18 hereof.

SECTION 3. Obligations Secured.

The obligations secured by this Security Agreement (the "Obligations") are:

(a) Payment of the principal and interest due upon the Note.

(b) All expenses incurred or paid by the Secured Party for purposes of conserving and protecting the Collateral, including, but not limited to, attorney's fees and other legal expenses incurred in connection with retaking, holding, preparing for sale, and selling the Collateral.

(c) Attorney's fees and other expenses incurred by the Secured Party in any legal proceeding, in the trial court or on appeal, brought to enforce or to collect any obligation secured by this Agreement, or to enforce any term or provision of this Agreement, including any legal proceeding brought to foreclose or otherwise realize upon the Collateral.

SECTION 4. Financing Statements and Other Action.

(a) Debtor hereby authorizes Secured Party to file at any time and from time to time any financing statements describing the Collateral, and Debtor shall execute and deliver to Secured Party, and Debtor hereby authorizes Secured Party to file, at any time and from time to time, all amendments to financing statements, assignments, continuation financing statements, termination statements, account control agreements, and other documents and instruments, in form reasonably satisfactory to Secured Party, as Secured Party may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Secured Party in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, Debtor ratifies and authorizes the filing by Secured Party of any financing statements filed prior to the date hereof.

(b) Debtor will cooperate with Secured Party in obtaining control (as defined in the UCC) of Collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper.

(c) Debtor will join with Secured Party in notifying any third party who has possession of any Collateral of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

(d) Debtor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in the chattel paper.

SECTION 5. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Debtor's jurisdiction of organization is the State of Arizona; Debtor's exact legal name is as set forth in the first paragraph of this Agreement; Debtor does not conduct any operations outside of the State of Arizona.

(b) Debtor has rights in or the power to transfer the Collateral, and Debtor is the sole and complete owner of the Collateral, free from any lien, claim or encumbrance except for the security interest granted by this Agreement.

(c) Debtor is not and will not become a lessee under any real property lease or other agreement governing the location of Collateral at the premises of another Person pursuant to which the lessor or such other Person may obtain any rights in any of the Collateral, and no such lease or other such agreement now prohibits, restrains, impairs or will prohibit, restrain or impair such Debtor's right to remove any Collateral from the premises at which such Collateral is situated, except for the usual and customary restrictions contained in such leases of real property.

(d) No control agreements exist with respect to any Collateral other than control agreements in favor of Secured Party.

(e) Debtor does not have or hold any chattel paper, letter-of-credit rights or commercial tort claims except as disclosed to Secured Party in writing.

(f) Debtor has not subsidiaries.

SECTION 6. Covenants. So long as any of the Obligations remain unsatisfied, Debtor agrees that:

(a) Debtor shall appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or Secured Party's right or interest in, the Collateral, and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral.

(b) Debtor shall comply in all material respects with all laws, regulations and ordinances, and all policies of insurance, relating in a material way to the possession, operation, maintenance and control of the Collateral.

(c) Debtor shall give not less than 30 days prior written notice to Secured Party of: (i) any change in the location of the books and records pertaining to Collateral; (ii) any change in its name; (iii) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading; (iv) any change in its registration as an organization (or any new such registration); and (v) any change in its jurisdiction of organization. Debtor shall not change its jurisdiction of organization to a jurisdiction outside of the United States.

(d) Debtor shall carry and maintain in full force and effect, at its own expense and with financially sound and reputable insurance companies, insurance with respect to the Collateral in such amounts, with such deductibles and covering such risks as is customarily carried by companies engaged in the same or similar businesses and owning similar properties in

the localities where Debtor operates. Insurance on the Collateral shall name Secured Party as additional insured and as loss payee. Upon the request of Secured Party, Debtor shall furnish Secured Party from time to time with full information as to the insurance carried by it and, if so requested, copies of all such insurance policies. Debtor shall also furnish to Secured Party from time to time upon the request of Secured Party a certificate of Debtor's insurance broker or other insurance specialist stating that all premiums then due on the policies relating to insurance on the Collateral have been paid and that such policies are in full force and effect. All insurance policies required under this subsection (d) shall provide that they shall not be terminated or cancelled nor shall any such policy be materially changed without at least 30 days' prior written notice to Debtor and Secured Party. Receipt of notice of termination or cancellation of any such insurance policies or reduction of coverages or amounts thereunder shall entitle Secured Party to renew any such policies, cause the coverages and amounts thereof to be maintained at levels required pursuant to the first sentence of this subsection (d) or otherwise to obtain similar insurance in place of such policies, in each case at the expense of Debtor.

(e) All insurance policies shall provide that any losses payable thereunder be payable directly to Secured Party unless written authority to the contrary is obtained. In the event that Debtor shall receive any proceeds of any insurance (other than in respect of third party liability insurance) it shall immediately cause such proceeds to be paid over to Secured Party. If the Collateral shall be materially damaged or destroyed, in whole or in part, by fire or other casualty, Debtor shall give prompt notice thereof to Secured Party. Additionally, Debtor shall in any event promptly give Secured Party notice of all reports made to insurance companies in respect of any claim in excess of \$1,000,000. No settlement on account of any loss covered by insurance shall be made for less than insured value without the consent of Secured Party. In its sole discretion Secured Party may apply all or any portion of such insurance proceeds to the payment of Obligations or may release all or any portion thereof to Debtor.

(f) Debtor shall keep separate, accurate and complete books and records with respect to the Collateral, disclosing Secured Party's security interest hereunder.

(g) Debtor shall not surrender or lose possession of (other than to Secured Party), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except in the ordinary course of business; provided that no such disposition or transfer of Collateral shall be permitted while any Event of Default exists.

(h) Debtor shall keep the Collateral free of all liens, claims and encumbrances.

(i) Debtor shall pay and discharge all taxes, fees, assessments and governmental charges or levies imposed upon it with respect to the Collateral prior to the date on which penalties attach thereto.

(j) Upon the request of Secured Party, Debtor shall (i) immediately deliver to Secured Party, or an agent designated by it, appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all documents and instruments, all certificated securities, all letters of credit and all accounts and other rights to payment at any time evidenced by promissory notes, trade acceptances or other instruments, and (ii) provide such notice, obtain

such acknowledgments and take all such other action, with respect to any chattel paper, documents and letter-of credit rights, as Secured Party shall reasonably specify.

(k) Debtor shall (i) notify Secured Party of any material claim made or asserted against the Collateral by any Person and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or Secured Party's lien thereon; (ii) furnish to Secured Party such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail; and (iii) upon reasonable request of Secured Party make such demands and requests for information and reports as Debtor is entitled to make in respect of the Collateral.

(l) At Secured Party's request, Debtor will use commercially reasonable efforts to obtain from each person from whom Debtor leases any premises, and from each other Person at whose premises any Collateral is at any time present (including any bailee, warehouseman or similar Person), any such collateral access, subordination, landlord waiver, bailment, consent and estoppel agreements as Secured Party may require, in form and substance reasonably satisfactory to Secured Party.

(m) Debtor shall immediately notify Secured Party if Debtor holds or acquires (i) any commercial tort claims, (ii) any chattel paper, including any interest in any electronic chattel paper, or (iii) any letter-of-credit rights.

(n) Debtor shall not incorporate, create or acquire any subsidiary without Secured Party's prior written consent. Promptly after the date Debtor incorporates, creates or acquires any additional subsidiary and, in any event, within ten days following receipt by Debtor from Secured Party of a security agreement providing for the grant to Secured Party a blanket lien on its personal property substantially similar to the grant contained in this Agreement, in form and substance satisfactory to Secured Party (or a supplement to any existing security agreement entered into by any subsidiaries), and a guaranty of the Obligations, in form and substance satisfactory to Secured Party (or a supplement to any existing guaranty of any subsidiaries), Debtor shall cause such subsidiary to execute and deliver such security agreement (or supplement) and guaranty (or supplement) to Secured Party.

(o) Without limiting the foregoing provisions of this Section 6, within ten days after the date of incorporation, creation or acquisition of a subsidiary, and if Debtor shall hold any certificated securities in respect of such subsidiary, upon request of Secured Party, Debtor shall deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as Secured Party may reasonably request.

(p) If at any time Debtor or any subsidiary shall become the owner of any real property, promptly, and in any event within thirty 30 days following acquisition of such real property, Debtor shall (and shall cause any of its subsidiaries to) execute and deliver to Secured Party a deed of trust or mortgage in respect of such property, in form and substance satisfactory to Secured Party, together with such title insurance policies, evidence of insurance, insurance certificates and endorsements, surveys, appraisals, consents, estoppels, subordination agreements

and other documents and other instruments related thereto, as Secured Party shall reasonably request, in form and substance satisfactory to Secured Party.

(q) The Debtor shall at all times maintain complete and accurate records of the Debtor's business, specifically including Debtor's accounts receivable and contract rights, in accordance with generally accepted accounting procedures and practices. The Secured Party, and the Secured Party's agents or representatives, shall have the right to inspect and audit the Debtor's books and records at all reasonable times. The Secured Party, and the Secured Party's agents or representatives, shall also have the right to come upon Debtor's place of business for the purpose of inspecting or examining the Collateral or to take a physical inventory of the Debtor's inventory and stock of merchandise.

(r) Commencing on the date of this Agreement and for so long as the Note shall remain outstanding, Debtor shall deliver to Secured Party monthly progress and financial reports with respect to the Debtor. These reports will include balance sheets, income statements and other financial, sales and marketing reports with respect to the Debtor. Debtor shall provide a copy of these monthly reports to Secured Party within 20 days following the end of each calendar month. In addition, Debtor shall deliver to Secured Party, no later than 60 days following the end of each fiscal year of the Debtor, copies of the Debtor's audited annual financial statements, prepared by the Debtor's independent public accounting firm.

SECTION 7. Rights of Secured Party.

(a) At the request of Secured Party, upon the occurrence and during the continuance of any Event of Default, all remittances in respect of Debtor's accounts and other rights to payment received by Debtor shall be held in trust for Secured Party and, in accordance with Secured Party's instructions, remitted to Secured Party or deposited to an account of Secured Party in the form received (with any necessary endorsements or instruments of assignment or transfer).

(b) At the request of Secured Party, upon the occurrence and during the continuance of any Event of Default, Secured Party shall be entitled to receive all distributions and payments of any nature with respect to any instrument Collateral, and all such distributions or payments received by the Debtor shall be held in trust for Secured Party and, in accordance with Secured Party's instructions, remitted to Secured Party or deposited to an account designated by Secured Party in the form received (with any necessary endorsements or instruments of assignment or transfer). Further, upon the occurrence and during the continuance of any Event of Default any such distributions and payments with respect to any Collateral held in any securities account shall be held and retained in such securities account, in each case as part of the Collateral hereunder and Secured Party shall have the right, following prior written notice to the Debtor, to vote and to give consents, ratifications and waivers with respect to any Collateral and instruments, and to exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining thereto, as if Secured Party were the absolute owner thereof; provided that Secured Party shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to the Debtor or any other person for any failure to do so or delay in doing so.

SECTION 8. Authorization; Secured Party Appointed Attorney-in-Fact.

Secured Party shall have the right to, in the name of Debtor, or in the name of Secured Party or otherwise, upon notice to but without the requirement of assent by Debtor, and Debtor hereby constitutes and appoints Secured Party (and any of Secured Party's officers, employees or agents designated by Secured Party) as Debtor's true and lawful attorney-in-fact, with full power and authority to: (i) sign and file any of the financing statements and other documents and instruments which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Collateral (including any notices to or agreements with any securities intermediary); (ii) assert, adjust, sue for, compromise or release any claims under any policies of insurance; (iii) give notices of control, default or exclusivity (or similar notices) under any account control agreement or similar agreement with respect to exercising control over deposit accounts or securities accounts; and (iv) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of Debtor, which Secured Party may deem reasonably necessary or advisable to maintain, protect, realize upon and preserve the Collateral and Secured Party's security interest therein and to accomplish the purposes of this Agreement. Secured Party agrees that, except upon and during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to Secured Party, pursuant to clauses (ii), (iii) and (iv). The foregoing power of attorney is coupled with an interest and irrevocable so long as the Obligations have not been paid and performed in full. Debtor hereby ratifies, to the extent permitted by law, all that Secured Party shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 8.

SECTION 9. Event of Default; Remedies.

Time is of the essence of this Agreement. Any of the following shall constitute a default under this Security Agreement (each, and "Event of Default"):

(a) The Debtor shall fail to pay when due any installment of principal or interest under the Note secured by this Agreement.

(b) The Debtor shall fail to observe or perform any covenant, agreement, or provision contained in this Agreement to be performed by the Debtor (other than payment of the obligations secured) and such default shall continue for a period of 5 days after notice by the Secured Party to the Debtor of such default.

(c) Any representation or warranty made by the Debtor in this Agreement proves to have been untrue in any material respect as of the date when made or furnished.

(d) The Debtor shall (i) discontinue business; (ii) make a general assignment for the benefit or creditors; (iii) apply for or consent to the appointment of a receiver, a trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor's assets; (iv) be adjudicated a bankrupt or insolvent; (v) file a voluntary petition in bankruptcy or file a petition or answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any other law (whether federal or state) relating to relief of Debtor, or admit (by answer by default or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization,

arrangement, insolvency, or other proceeding (whether federal or state) relating to relief or Debtor; (vi) there shall have been entered any judgment, decree, or order entered by a court of competent jurisdiction that approves a petition seeking reorganization of the Debtor, appoints a receiver, trustee, or liquidator of the Debtor or of all or a substantial part of the Debtor's assets, or takes any other action that in the reasonable opinion of the Secured Parties would jeopardize the security interest created by this Security Agreement; or (vii) the Debtor takes or omits to take any action for the purpose or with the result of effecting or permitting any of the foregoing.

(e) Commencement of a foreclosure action or proceeding by any third party against the Collateral if the Secured Parties reasonably determine that such action or proceeding would jeopardize the security interest created by this Security Agreement.

(f) Upon the occurrence and during the continuance of any Event of Default, Secured Party may declare any of the Obligations to be immediately due and payable and shall have, in addition to all other rights and remedies granted to it in this Agreement, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, (i) Secured Party may peaceably and without notice enter any premises of Debtor, take possession of any of the Collateral, remove or dispose of all or part of the Collateral on any premises of such Debtor or elsewhere, or, in the case of equipment, render it nonfunctional, and otherwise collect, receive, appropriate and realize upon all or any part of the Collateral, and demand, give receipt for, settle, renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as Secured Party may determine; (ii) Secured Party may require any Debtor to assemble all or any part of the Collateral and make it available to Secured Party at any place and time designated by Secured Party; (iii) Secured Party may secure the appointment of a receiver of the Collateral or any part thereof (to the extent and in the manner provided by applicable law); (iv) Secured Party may sell, resell, lease, use, assign, license, sublicense, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing (utilizing in connection therewith any of Debtor's assets, without charge or liability to Secured Party herefore) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit, or for future delivery without assumption of any credit risk, all as Secured Party deems advisable; provided, however, that Debtor shall be credited with the net proceeds of sale only when such proceeds are finally collected by Secured Party. Debtor recognizes that Secured Party may be unable to make a public sale of any or all of the Pledged Collateral, by reason of prohibitions contained in applicable securities laws or otherwise, and expressly agrees that a private sale to a restricted group of purchasers for investment and not with a view to any distribution thereof shall be considered a commercially reasonable sale. Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption Debtor hereby releases, to the extent permitted by law. Secured Party shall give Debtor not less than 30 days notice of any private or public sales, which shall be deemed a reasonable notice period.

(g) For the purpose of enabling Secured Party to exercise its rights and remedies under this Section 9 or otherwise in connection with this Agreement, Debtor hereby grants to Secured Party an irrevocable, non-exclusive and assignable license (exercisable without

payment or royalty or other compensation to Debtor) to use, license or sublicense any intellectual property Collateral.

(h) Secured Party shall not have any obligation to clean up or otherwise prepare the Collateral for sale. Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other Person liable for them, and Secured Party may release, modify or waive any Collateral provided by any other Person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor. Debtor waives any right it may have to require Secured Party to pursue any third Person for any of the Obligations. Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

SECTION 10. Certain Waivers. Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Obligations; (ii) any right to require Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral

SECTION 11. Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including by facsimile or email) and shall be mailed (by certified or registered mail), sent or delivered (a) if to Secured Party, to 305 North 54th Street, Suite 100, Chandler, AZ 85226, Attention: Chief Financial Officer, and (b) if to Debtor, to TYR Tactical, LLC, 16661 North 84th Ave., Suite 110 Peoria, AZ 85382, or at or to such other address or facsimile number, or email address, as such party shall have designated in a written notice to the other party. All such notices and communications shall be effective (i) if delivered by hand, sent by certified or registered mail or sent by an overnight courier service, when received; and (ii) if sent by facsimile transmission or electronic mail, when sent. Electronic mail may be used only for routine communications, such as financial statements and other informational documents, and to distribute documents for execution by the parties thereto, and may not be used for any other purpose.

SECTION 12. No Waiver; Cumulative Remedies. No failure on the part of Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of

any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Secured Party.

SECTION 13. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder without the prior express written consent of Secured Party. Any such purported assignment, transfer, hypothecation or other conveyance by Debtor without the prior express written consent of Secured Party shall be void. Subject to the terms of the Loan Agreement, Secured Party may assign, or grant participations in, all or a portion of its rights and obligations hereunder. Upon any assignment of Secured Party's rights hereunder, such assignee shall have, to the extent of such assignment, all rights of Secured Party hereunder. Debtor agrees that, upon any such assignment, such assignee may enforce directly, without joinder of Secured Party, the rights of Secured Party set forth in this Agreement. Any such assignee shall be entitled to enforce Secured Party's rights and remedies under this Agreement to the same extent as if it were the original secured party named herein.

SECTION 14. Governing Law; Legal Expenses. This Agreement shall be governed by, and construed in accordance with, the law of the State of Arizona, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Arizona. If any legal proceeding is commenced for the purpose of enforcing any provision of this Agreement, or for the purpose of collecting any obligation secured by this Agreement, the Secured Party shall be entitled to recover attorneys' fees in such proceeding, or any appeal thereof, to be set by the court without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law. In addition, the Secured Party shall be entitled to recover attorneys' fees and legal expenses incurred by the Secured Party in connection with retaking, holding, preparing for sale, and selling the Collateral.

SECTION 15. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties.

SECTION 16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 18. Termination. Upon payment and performance in full of all Obligations and payment in full under the Note, the security interest created under this Agreement shall terminate and Secured Party shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all security interests given by Debtor to Secured Party hereunder (in each case at the cost of Debtor).

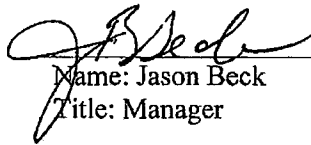
SECTION 19. Preparation of Document/Independent Counsel. This Agreement was prepared by Fennemore Craig, P.C., as legal counsel to the Secured Party. Fennemore Craig, P.C. has not acted as legal counsel to Debtor. Debtor acknowledges that it has had the opportunity to review this Agreement and the other documents contemplated hereby with independent legal counsel.

SECTION 20. Conflicts. In the event of any conflict or inconsistency between this Agreement and the Loan Agreement, the terms of this Agreement shall control.

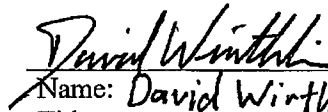
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

TYR TACTICAL, LLC

By  _____
Name: Jason Beck
Title: Manager

ARMORWORKS ENTERPRISES, LLC

By  _____
Name: David Wintlich
Title: CFO