

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
Stinger Industries, LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	424 Church Street
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37129
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2956420	INTEGRITI
Registration Number:	2285867	INTEGRITI
Registration Number:	2483097	LEVITATOR
Registration Number:	3761569	MOBIUSPOWER
Registration Number:	3982014	NURSEADVOCATE
Registration Number:	3661430	SLIMLINE
Registration Number:	3422029	STINGER
Registration Number:	3658755	STINGER MEDICAL
Registration Number:	4222811	SYDEKICK
Serial Number:	85714204	CAST

CORRESPONDENCE DATA

Fax Number: 3128035299

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

*via US Mail.*

Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4106209
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/04/2013

Total Attachments: 4  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of December 27, 2012 is executed and delivered by STINGER MERGER SUB, LLC, a Delaware limited liability company ("*Merger Sub*"), which on the closing date will be merged with STINGER INDUSTRIES, LLC, a Tennessee limited liability company, with the Merger Sub surviving such merger and being renamed STINGER INDUSTRIES, LLC ("*Grantor*"), in favor of FIFTH THIRD BANK, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, "*Administrative Agent*") for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

**RECITALS:**

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the "*Registered Trademarks*");

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties that certain Guaranty, Pledge and Security Agreement dated as of December 27, 2012 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "*Guaranty, Pledge and Security Agreement*"); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

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- SIGNATURE PAGE FOLLOWS -

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

STINGER INDUSTRIES, LLC, a Delaware  
limited liability company

By: 

Name: Gary M. Coonan

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004936 FRAME: 0067**

**ANNEX 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

TRADEMARK REGISTRATIONS

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTRATION DATE
INTEGRITI	US	2956420	05/31/2005
INTEGRITI	US	2285867	10/12/1999
LEVITATOR	US	2483097	08/28/2001
MOBIUSPOWER	US	3761569	03/16/2010
NURSEADVOCATE	US	3982014	06/21/2011
SLIMLINE	US	3661430	07/28/2009
STINGER	US	3422029	05/06/2008
STINGER MEDICAL	US	3658755	07/21/2009
SYDEKICK	US	4222811	10/09/2012

**TRADEMARK APPLICATIONS**

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE	JURISDICTION
CAST	85714204	8/27/2012	US