

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
The O'Gara Group, Inc.		02/25/2013	CORPORATION: OHIO
O'Gara-Homeland Defense Solutions, Inc.		02/25/2013	CORPORATION: OHIO
O'Gara Training and Services, LLC		02/25/2013	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	Monroe Capital Partners Fund LP, as Agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3071023	SSI
Registration Number:	3094532	SAFETY & SECURITY INSTITUTE
Registration Number:	3116160	THE RESPONDER
Registration Number:	2977740	EDR
Registration Number:	3156212	PERIMETER CONTROL KIT
Registration Number:	3161572	SECURE PRODUCT CREATIONS
Registration Number:	3067618	R4SYSTEMS
Registration Number:	3175715	INTERNATIONAL SOCIETY OF FIRST RESPONDERS

CORRESPONDENCE DATA

Fax Number: 3128637865

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

TRADEMARK

OP \$215.00 3071023

via US Mail.

Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6878.002
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	02/25/2013

Total Attachments: 5
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SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATED TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of February 25, 2013, by THE O'GARA GROUP, INC., an Ohio corporation ("TOG"), O'GARA-HOMELAND DEFENSE SOLUTIONS, INC., an Ohio corporation ("Homeland"), and O'GARA TRAINING AND SERVICES, LLC, an Ohio limited liability company ("OTS") (TOG, Homeland and OTS each a "Grantor" and collectively, the "Grantors"), in favor of MONROE CAPITAL PARTNERS FUND LP, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, TOG, certain affiliates of TOG (collectively, the "Borrowers") and Lenders are parties to a certain Subordinated Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Subordinated Security Agreement dated as of the date hereof among Grantors, certain affiliates of Grantors and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including a security interest in all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by each Grantor's Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantors, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantors and their successors and assigns, and shall inure to the benefit of Grantee and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by facsimile or other electronic transmission (including ".pdf") of any executed signature page to this Agreement shall constitute delivery of such signature page.

5. Subordination Agreements. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Agreement and any provision in a Subordination Agreement, such provision in such Subordination Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

THE O'GARA GROUP, INC.

By: *Abram S. Gordon*

Name: Abram S. Gordon

Title: Vice President & Secretary

O'GARA TRAINING AND SERVICES, LLC

By: O'GARA-HOMELAND DEFENSE SOLUTIONS, INC., its sole member

By: *Abram S. Gordon*

Name: Abram S. Gordon

Title: Secretary

O'GARA HOMELAND DEFENSE SOLUTIONS, INC.

By: *Abram S. Gordon*

Name: Abram S. Gordon

Title: Secretary

Agreed and Accepted
As of the Date First Written Above

MONROE CAPITAL PARTNERS FUND LP,
as Agent

By: **MONROE CAPITAL PARTNERS FUND**
LLC, a Delaware limited liability company,
its general partner

By: 
Name: **Alex Franky**
Title: **Managing Director**

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
SSI (TOG)	3,071,023	3/21/2006
SAFETY & SECURITY INSTITUTE (TOG)	3,094,532	5/16/2006
THE RESPONDER (OTS)	3,116,160	7/18/2006
EDR (OTS)	2,977,740	7/26/2005
PERIMETER CONTROL KIT (OTS)	3,156,212	10/17/2006
SECURE PRODUCT CREATIONS (OTS)	3,161,572	10/24/2006
R4SYSTEMS (OTS)	3,067,618	3/14/2006
INTERNATIONAL SOCIETY OF FIRST RESPONDERS (Homeland)	3,175,715	11/21/2006

TRADEMARK APPLICATIONS

Trademark Application Description U.S. Application No. Date Applied

None.