

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AST Fund Solutions, LLC		06/26/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Goldman Sachs Bank USA, as Administrative Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Bank: UNITED STATES

<b>PROPERTY NUMBERS Total: 3</b>		
Property Type	Number	Word Mark
Registration Number:	2980865	BRIDGING THE GAP BETWEEN MUTUAL FUNDS AN
Registration Number:	2982958	TELEPROXY
Registration Number:	3212251	INVESTORCONNECT

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8668265420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	301-638-0511
Email:	ipresearchplus@comcast.net
Correspondent Name:	IP Research Plus, Inc.
Address Line 1:	21 Tadcaster Circle
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38789
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OP \$90.00 2980865

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/26/2013
Total Attachments: 6 source=38789#page1.tif source=38789#page2.tif source=38789#page3.tif source=38789#page4.tif source=38789#page5.tif source=38789#page6.tif	

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 26, 2013, among AST Fund Solutions, LLC (f/k/a AST-Altman Group, LLC) ("the Grantor") and Goldman Sachs Bank USA ("GS"), as Administrative Agent.

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of June 26, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Armor Holdco, Inc. ("Holdings"), Armor Holding II LLC (the "Borrower"), the Subsidiaries from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of June 26, 2013 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a). all now owned or hereafter acquired trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

- (b). all goodwill associated therewith or symbolized thereby; and
- (c). all other assets, rights and interests that uniquely reflect or embody the Trademarks or such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

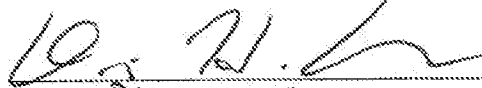
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

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

AST FUND SOLUTIONS, LLC,

BY



Name: DAVID H. BELL

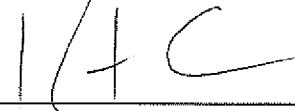
Title: SECRETARY

[Second Lien Trademark Agreement Signature Page]

TRADEMARK  
REEL: 005057 FRAME: 0643

GOLDMAN SACHS BANK USA, as  
Administrative Agent,

by



( \_\_\_\_\_

Name:

Title:

Robert Ehudin  
Authorized Signatory

Schedule I

**I. Trademarks**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AST-Altman Group, LLC, n/k/a AST Fund Solutions, LLC	BRIDGING THE GAP BETWEEN MUTUAL FUNDS AND INVESTORS	2,980,865	8/2/2005
AST-Altman Group, LLC, n/k/a AST Fund Solutions, LLC	TELEPROXY	2,982,958	8/9/2005
AST-Altman Group, LLC, n/k/a AST Fund Solutions, LLC	INVESTORCONNECT	3,212,251	2/27/2007

**II. Trademark Applications**

None.

**III. Trademark Licenses**

None.