

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
CID Resources, Inc.		10/02/2013	CORPORATION: DELAWARE
Public Safety CID, LLC		10/02/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, N.A.
Street Address:	2100 Ross Avenue
Internal Address:	Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85392566	
Serial Number:	85392553	WONDERWINK
Serial Number:	85876655	WONDERWINK PLUS
Serial Number:	85873588	BLUSH MED
Serial Number:	85392540	WONDERWINK
Serial Number:	85007500	

CORRESPONDENCE DATA

Fax Number: 2029555564
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Email: kimberly.hoover@hklaw.com
 Correspondent Name: Kimberly Hoover
 Address Line 1: 800 17th Street NW

OP \$165.00 85392566

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: 057833-7

NAME OF SUBMITTER: Kimberly Hoover, Legal Assistant

Signature: /Kimberly Hoover/

Date: 10/21/2013

Total Attachments: 9

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**THIRD AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This THIRD AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented, joined or otherwise modified from time to time, the “IP Security Agreement”) dated as of October 2, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of PNC Bank, National Association, as Agent (the “Agent”) for the Lenders party from time to time to the Credit Agreement referred to below.

WHEREAS, CID RESOURCES, INC., a corporation organized under the laws of the State of Delaware (“CID”), has entered into an Amended and Restated Revolving Credit and Security Agreement, dated as of August 21, 2012 (as amended, restated, supplemented, joined or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Agent and the Lenders party thereto;

WHEREAS, PUBLIC SAFETY CID, LLC, a limited liability company organized under the laws of the State of Delaware, has entered into an Amended and Restated Security Agreement (as amended, restated, supplemented, joined or otherwise modified from time to time, the “Guarantor Security Agreement”), dated as of August 21, 2012, in favor of Agent and the Lenders.

WHEREAS, under the terms of the Credit Agreement and the Guarantor Security Agreement, the Grantors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether establish or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv)

rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by each Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell and/or practice any invention or discovery that is the subject matter of a Patent.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 8. Amendment and Restatement. This IP Security Agreement amends and restates (but does not constitute an extinguishment or novation of) that certain Second Amended

and Restated Intellectual Property Security Agreement, dated as of August 21, 2012, by the Grantors, in favor of Agent for the Lenders, which amended and restated (but did not constitute an extinguishment or novation of) that certain Amended and Restated Intellectual Property Security Agreement, dated September 3, 2010, by Public Safety Supply Resources, Inc. ("PSSR"), Chief Supply Corporation ("Chief"), LESC, Inc. ("LESC"), CID, and Public Safety CID, LLC, in favor of Agent for the Lenders, which amended and restated (but did not constitute an extinguishment or novation of) that certain Intellectual Property Security Agreement, dated October 12, 2009, by PSSR, Chief and LESC in favor of Agent for the Lenders.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CID RESOURCES, INC.

By: 

Name: Ross Gatlin

Title: Chief Executive Officer

PUBLIC SAFETY CID, LLC

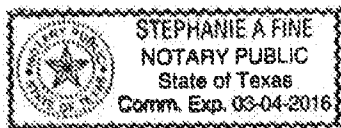
By: 

Name: Ross Gatlin

Title: Manager

STATE OF TEXAS :
COUNTY OF TARRANT : SS

Before me, the undersigned, a Notary Public, on this 1st day of October, 2013, personally appeared Ross Gatlin, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of CID RESOURCES, INC., and that said Third Amended and Restated Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

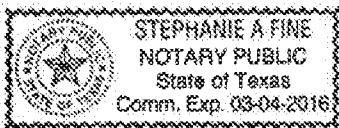


(SEAL)

Stephanie A. Fine
Notary Public
My Commission Expires: 03-04-2016

STATE OF TEXAS :
COUNTY OF TARRANT : SS

Before me, the undersigned, a Notary Public, on this 1st day of October, 2013, personally appeared Ross Gatlin, to me known personally, who, being by me duly sworn, did say that he is the Manager of PUBLIC SAFETY CID, LLC, and that said Third Amended and Restated Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said Manager acknowledged said instrument to be his free act and deed.



(SEAL)

Stephanie A. Fine
Notary Public
My Commission Expires: 03-04-2016

SCHEDULE A
PATENTS AND PATENT LICENSES

NONE

SCHEDULE B
TRADEMARKS AND TRADEMARK LICENSES

Trademarks

Owner	Mark	Application or Registration Number	Country	Registration Date
CID Resources, Inc.	Winking Face Mark	85/392,566	USA	March 27, 2012
CID Resources, Inc.	WonderWink	85/392,553	USA	January 10, 2012
CID Resources, Inc.	WonderWink Plus	85/876,655	USA	Filed March 14, 2013; not registered
CID Resources, Inc.	BLUSH MED	85/873,588	USA	Filed March 12, 2013; not registered
CID Resources, Inc.	WONDERWINK	85/392,540	USA	October 30, 2012
CID Resources, Inc.	Winking Face Mark	85/007,500	USA	April 6, 2010

Trademark Licenses

License Agreement to produce and distribute Medical Uniforms granted by Licensor, Mary Engelbreit Studios, to Licensee, CID Resources, Inc., on August 11, 2010 through March 31, 2014.

License Agreement granted by Carhartt, Inc. to Licensee, CID Resources, Inc., on December 16, 2010 for 36 months following the period from the first date of shipment on September 22, 2011.

**SCHEDULE C
COPYRIGHTS AND COPYRIGHT LICENSES**

Owner	Application or Registration Number	Country	Issue or Filing Date
N/A			

[CID] Third A&R IPSA
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