

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HDT Expeditionary Systems, Inc.		11/07/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc., as Administrative Agent
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3889900	AIRBEAM
Registration Number:	3966197	NORDIC AIR
Registration Number:	4147343	THOR
Registration Number:	4322077	CHEM-X
Registration Number:	4422579	OPENAIRE

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200
 Email: angela.amaru@lw.com
 Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
 Address Line 1: 885 Third Avenue
 Address Line 2: Suite 1000
 Address Line 4: New York, NEW YORK 10022

CH \$140.00 3889900

ATTORNEY DOCKET NUMBER:	031935-0315
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	11/11/2013
Total Attachments: 5 source=Hunter second lien TSA 031935-0315#page1.tif source=Hunter second lien TSA 031935-0315#page2.tif source=Hunter second lien TSA 031935-0315#page3.tif source=Hunter second lien TSA 031935-0315#page4.tif source=Hunter second lien TSA 031935-0315#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2013 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is entered into by Hunter Defense Technologies, Inc. ("HDT") and HDT Expeditionary Systems, Inc. ("HES" and, together with HDT, collectively, "Grantors" and each, individually, a "Grantor"), in favor of BEAR STEARNS CORPORATE LENDING INC., in its capacity as Administrative Agent (in such capacity, and together with its successors in such capacity, the "Administrative Agent") for the benefit of the lenders from time to time parties to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, HDT Holdings, Inc., a Delaware corporation, and HDT Acquisition, Inc., a Delaware corporation (which on the Closing Date was merged with and into HDT, with HDT surviving such merger as the borrower) (the "Borrower"), previously entered into that certain Second Lien Credit Agreement, dated as of August 22, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the several banks and other financial institutions or entities from time to time parties thereto as lenders (the "Lenders"), the Administrative Agent and the other parties named therein.

WHEREAS, in connection with the Credit Agreement, each Grantor previously became a party to that certain Second Lien Guarantee and Collateral Agreement, dated as of August 22, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor granted a security interest in certain property, including, without limitation, certain Intellectual Property of such Grantor, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties, and, in connection therewith, is required to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of the following now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations pursuant to the Guarantee and Collateral Agreement:

(a) (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including without limitation, each registration identified in Schedule I (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, or other violation thereof, including the right to receive all proceeds and damages therefrom; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the above, the grant of the security interest as provided herein shall not extend to, and for purposes hereof, Trademark Collateral shall not include, any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Guarantee and Collateral Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Release of Trademark Collateral. The release of the Administrative Agent's security interest in the Trademark Collateral created pursuant to the Guarantee and Collateral Agreement or any other Loan Document shall be effected in accordance with Section 8.16 of the Guarantee and Collateral Agreement.

SECTION 5. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties under this Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission (i.e., a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

HUNTER DEFENSE TECHNOLOGIES, INC.

By: 
Name: Anthony DiLucente
Title: EVP and CFO

HDT EXPEDITIONARY SYSTEMS, INC.

By: 
Name: Anthony DiLucente
Title: EVP & CFO

BEAR STEARNS CORPORATE LENDING INC., as
Administrative Agent

By: JPMORGAN CHASE BANK, N.A., authorized
signatory

By: 
Name: Bruce S. Borden
Title: Executive Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005151 FRAME: 0653

**SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Mark	Registration Number	Registration Date	Owner
HDT ENGINEERED TECHNOLOGIES	4,210,459	September 18, 2012	Hunter Defense Technologies, Inc.
STYLIZED H	4,168,389	July 3, 2012	Hunter Defense Technologies, Inc.
AIRBEAM	3,889,900	December 14, 2010	HDT Expeditionary Systems, Inc.
NORDIC AIR	3,966,197	May 24, 2011	HDT Expeditionary Systems, Inc.
THOR	4,147,343	May 22, 2012	HDT Expeditionary Systems, Inc.
CHEM-X	4,322,077	April 16, 2013	HDT Expeditionary Systems, Inc.
OPENAIRE	4,422,579	October 22, 2013	HDT Expeditionary Systems, Inc.