

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
CODE 3, INC.		05/21/2010	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	LIMITED LIABILITY COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1703008	ARROWSTIK
Registration Number:	0935596	ASTRO FLASH
Registration Number:	1796241	CODE 3
Registration Number:	1198503	CODE 3
Registration Number:	1706543	DASHLASER
Registration Number:	1783329	DECKBLASTER
Registration Number:	2285285	EXCALIBUR
Registration Number:	1917224	FIRE-FLASH II
Registration Number:	1801503	INTENSITY
Registration Number:	1551778	INTERCLEAR
Registration Number:	2353337	MX 7000
Registration Number:	2330183	NIGHTPROBE
Registration Number:	1339110	NOVA FLASH
Registration Number:	1725328	SAF-T-III

CH \$640.00 1703008

Registration Number:	1035730	TUF-FLASH
Registration Number:	1800021	ULTRA-LITE
Registration Number:	1474008	V-CON
Registration Number:	1903499	VIBRA-SHIELD
Registration Number:	2543252	CODE 360
Registration Number:	2605696	D-TECH
Registration Number:	2881769	JAVELIN
Registration Number:	2936395	SUPERVISOR
Registration Number:	2507476	TACTICAL TAKEDOWN
Registration Number:	3080490	QUANTUM FLASH
Registration Number:	3092381	PSE AMBER

CORRESPONDENCE DATA

Fax Number: 2026375910
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-637-5600
Email: DCPTOTrademarkMail@hoganlovells.com
Correspondent Name: Shelly L. McGee, Hogan Lovells US LLP
Address Line 1: 555 Thirteenth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 002379.16

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Shelly L. McGee

Signature: /slm/

Date: 12/02/2013

Total Attachments: 6
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TRADEMARK

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2010, by CODE 3, INC. (“**Pledgor**”), in favor of BARCLAYS BANK PLC, in its capacity as security agent (the “**Security Trustee**”) under the Amended and Restated Facility Agreement (as hereinafter defined), together with any successors for its benefit and the benefit of the Security Beneficiaries (as defined in the Amended Security Agreement (as hereinafter defined)).

WITNESSETH:

WHEREAS, Pledgor is a party to that certain Senior Term and Multicurrency Revolving Facilities Agreement originally dated on or around February 16, 2007, and as amended on May 23, 2007, and April 2009, and as amended and restated on May 21, 2010 (the “**Amended and Restated Facility Agreement**”) among (1) PSE Topco Limited, as the Parent, (2) PSE Acqco Limited, as the Company, (3) the companies listed in part 1 of schedule 1 thereof as Borrowers, (4) the companies listed in part 1 of schedule 1 thereof as Original Guarantors (together with Borrowers, Pledgors, Parent and Company, each individually, a “**Senior Obligor**”, and collectively, the “**Senior Obligors**”), (5) Barclays Leveraged Finance, as Arranger, (6) the financial institutions from time to time parties thereto (collectively, the “**Senior Lenders**”) and (7) Barclays Bank PLC, as Agent, Security Agent and Original Issuing Bank;

WHEREAS, Pledgor is a party to that certain Security Agreement, dated April 3, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, including, but not limited to, pursuant to the Affirmation and Amendment Agreement, dated May 21, 2010, the “**Amended Security Agreement**”) among Pledgor, the other Pledgors named therein and Security Trustee; and

WHEREAS, pursuant to the Amended and Restated Facility Agreement and Amended Security Agreement, Pledgor is required to execute and deliver to Security Trustee, for itself and for the Security Beneficiaries, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Amended Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Pledgor hereby grants to Security Trustee, on behalf of itself and the Security Beneficiaries, a continuing first priority security interest in all of Pledgor's right, title and interest in, to

and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Licenses for Trademarks to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License for Trademarks; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Security Trustee, on behalf of itself and the Security Beneficiaries, pursuant to the Amended Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


CODE 3, INC.

By: 
Name: ROY BROWN
Title: DIRECTOR

[Signature Page to CODE 3, Inc. Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BARCLAYS BANK PLC,
as Security Trustee

By: 
Name: GARY BRINE
Title: ASSOCIATE DIRECTOR

[Signature Page to CODE 3, Inc. Trademark Security Agreement]

TRADEMARK
REEL: 005164 FRAME: 0814

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
Arrowstik	1,703,008	July 28, 1992
Astro Flash	0,935,596	13 June 1972 (renewed)
Code 3	1,796,241	October 5, 1993
Code 3	1,198,503	June 22, 1982
Dashlaser	1,706,543	August 11, 1992
Deckblaster	1,783,329	July 20, 1993
Excalibur	2,285,285	October 12, 1999
Fire-Flash II	1,917,224	Septembers, 1995
Intensity	1,801,503	October 26, 1993
Interclear	1,551,778	August 15, 1989
MX 7000	2,353,337	May 30, 2000
Nightprobe	2,330,183	March 14, 2000
Nova Flash	1,339,110	June 4, 1985
Saf-T-III	1,725,328	October 20, 1992
Tuf-Flash	1,035,730	16 March 1976 (renewed)
Ultra-Lite	1,800,021	October 19, 1993
V-Con	1,474,008	January 26, 1998
Vibra-Shield	1,903,499	July 4, 1995

Mark	Registration No.	Registration Date
CODE 360	2,543,252	February 26, 2002
D-TECH	2,605,696	August 6, 2002
JAVELIN	2,881,769	September 7, 2004
SUPERVISOR	2,936,395	March 29, 2005
TACTICAL TAKEDOWN	2,507,476	November 13, 2001
Quantum Flash	3,080,490	April 11, 2006
PSE Amber	3,092,381	May 16, 2006