TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AmChar Wholesale, Inc.		12/24/2013	CORPORATION: NEW YORK
American Tactical Imports, Inc.		12/24/2013	CORPORATION: NEW YORK
AmChar Holdings, Inc.		12/24/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	First Niagara Commercial Finance, Inc.
Street Address:	3 Allied Drive
Internal Address:	Suite 210
City:	Dedham
State/Country:	MASSACHUSETTS
Postal Code:	02026
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4210270	AMERICAN TACTICAL
Serial Number:	86090373	FIREPOWER XTREME FX
Serial Number:	85937292	OMNI HYBRID
Serial Number:	85940983	AT AMERICAN TACTICAL SCORPION PRO GEAR
Serial Number:	85940995	FX
Serial Number:	86130798	AMERICAN TACTICAL
Serial Number:	86130861	ATI

OP $190.00 4210270

CORRESPONDENCE DATA

Fax Number: 6173417701

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

Phone: 6173417717

Email:	mfischer@morganlewis.com
Correspondent Name:	Marney Smyth Fischer
Address Line 1:	225 Franklin Street
Address Line 2:	Morgan Lewis & Bockius LLP, 16th Floor
Address Line 4:	Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Marney Smyth Fischer
Signature:	/Marney Smyth Fischer/
Date:	12/26/2013

Total Attachments: 7
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[EXCEUTION COPY]

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is made as of this 24th day of December, 2013 among AmChar Wholesale, Inc., a New York corporation ("AmChar"), American Tactical Imports, Inc., a New York corporation ("ATI" and together with AmChar, each, individually, a "Borrower", and, together, collectively, the "Borrowers"), AmChar Holdings, Inc., a New York corporation ("Holdings" and together with the Borrowers, the "Loan Parties") and First Niagara Commercial Finance, Inc., a wholly owned subsidiary of First Niagara Bank, N.A., as administrative agent ("Agent"), for itself and the Lenders (as such term is defined below).

RECITALS:

A. Reference is made to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Borrowers, Holdings, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, the "Lenders" and each being a "Lender") and Agent. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

B. Lenders have agreed to make Credit Extensions to Borrowers pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The obligation of Lenders to make such Credit Extensions is conditioned upon, among other things, the execution and delivery by Borrowers and Guarantors of the Credit Agreement and the Loan Documents, including the execution of this Agreement by the Loan Parties, to secure the Obligations.

C. Loan Parties have agreed to execute this Agreement to secure the Obligations and for recording with the United States Patent and Trademark Security Office.

AGREEMENT:

For good and valuable consideration the parties hereto agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of each Loan Party's right, title and interest in and to: (i) patents or applications for patents, (ii) fees or royalties with respect to each, (iii) the right to sue for past infringement and damages therefore, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A** attached hereto.

"Security Interest" has the meaning given to such term in Section 2 hereof.

"Trademarks" means all of each Loan Party's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, all extensions or renewals of the foregoing, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefore, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B** attached hereto.

2. Security Interest. Each Loan Party hereby irrevocably pledges and assigns to, and grants to Agent, for the benefit of Lenders, a Lien and security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law). As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Loan Party. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment.

3. Representations, Warranties, Covenants and Agreements. Each Loan Party represents, warrants, covenants and agrees as follows:

(a) Patents. **Exhibit A** attached hereto accurately lists all Patents owned or controlled by each Loan Party as of the date hereof, or to which each Loan Party has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Loan Party owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A** attached hereto, or if **Exhibit A** attached hereto ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then each Loan Party shall promptly provide written notice to Agent and will provide a replacement **Exhibit A** if requested by Agent, which upon acceptance by Agent shall become part of this Agreement.

(b) Trademarks. **Exhibit B** attached hereto accurately lists all Trademarks owned or controlled by each Loan Party as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** attached hereto need not list common law marks (i.e. Trademarks for which there are no applications or registrations) which are not material to any Loan Party's or any Affiliate's business. If after the date hereof, any Loan Party owns or controls any Trademarks not listed on **Exhibit B** attached hereto (other than common law marks which are not material to any Loan Party's or any Affiliate's business), or if **Exhibit B** attached hereto ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then each Loan Party shall promptly provide written notice to Agent and if requested by Agent will provide a replacement **Exhibit B**, which upon acceptance by Agent shall become part of this Agreement.

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4. Borrower's Use of the Patents and Trademarks. Each Loan Party shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, until the occurrence and continuance of an Event of Default.

5. Authorization to Supplement. If any Loan Party obtains rights to any new Patents or Patent licenses, Trademarks or Trademark licenses, the provisions of this Agreement shall automatically apply thereto. Each Loan Party shall give notice in writing to Agent in accordance with Section 6.1(g) of the Credit Agreement with respect to any such new Patent, any new Patent license, any new Trademark, any renewal or extension of a Trademark registration or any new Trademark license. Without limiting each Loan Party's obligations under this Section 5, each Loan Party hereby authorizes Agent unilaterally to modify this Agreement by amending **Exhibit A** to include such new Patent or Patent license and **Exhibit B** to include any such new Trademark or Trademark license. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Exhibit A** hereto or **Exhibit B** hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Patent Collateral and Trademark Collateral, whether or not listed on **Exhibit A** hereto or **Exhibit B** hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the state of New York.

7. Notices. All notices required or permitted hereunder shall be given as provided in the Credit and Security Agreement.

8. Amendments. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any Loan Party or Agent, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier (or electronic mail (in PDF format)) shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

AMCHAR WHOLESALE, INC.

By: _____
Name:
Title:

AMERICAN TACTICAL IMPORTS, INC.

By: _____
Name:
Title:

AMCHAR HOLDINGS, INC.

By: _____
Name:
Title:

[Signature Page – Patent and Trademark Security Agreement]

AGENT:

FIRST NIAGARA COMMERCIAL FINANCE, INC.

By: _____
Name: Michael Schwartz
Title: VP, Senior Portfolio Manager

[Signature Page – Patent and Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS
None

UNITED STATES PATENT APPLICATIONS
None

FOREIGN ISSUED PATENTS
None

EXHIBIT B

UNITED STATES TRADEMARKS AND SERVICE MARKS (APPLICATIONS AND REGISTRATIONS)

Reg. No. 4,210,270	September 18, 2012	Corporate Logo for American Tactical Imports, Inc.	ATI
App. No. 86/090,373	October 14, 2013	Firepower Xtreme FX	ATI
App. No. 85/937,292	May 20, 2013	OMNI Hybrid	ATI
App. No. 85/940,983	May 23, 2013	Scorpion Pro Gear	ATI
App. No. 85/940,995	May 23, 2013	FX	ATI
App. No. 86/130,798	November 27, 2013	American Tactical	ATI
App. No. 86/130,861	November 27, 2013	ATI	ATI

UN-REGISTERED MARKS/TRADE NAMES

Amchar Wholesale, Inc.

Amchar Holdings, Inc.

American Tactical Imports, Inc.