

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Consent, Release and Payoff Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CFS Administrative Agency Canada Corp.		09/20/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Allen-Vanguard Technologies Inc.
Street Address:	2400 St. Laurent Blvd.
City:	Ontario
State/Country:	CANADA
Postal Code:	K1G 6C4
Entity Type:	CORPORATION: CANADA

Name:	Vanguard Response Systems (UK) Limited
Street Address:	Forbury Road
Internal Address:	Morgan Cole Apex Plaza
City:	Reading
State/Country:	UNITED KINGDOM
Postal Code:	RG1 1AX
Entity Type:	CORPORATION: UNITED KINGDOM

Name:	P W Allen Holdings Limited
Street Address:	Forbury Road
Internal Address:	Morgan Cole Apex Plaza
City:	Reading
State/Country:	UNITED KINGDOM
Postal Code:	RG1 1AX
Entity Type:	CORPORATION: UNITED KINGDOM

Name:	Allen-Vanguard Ltd
Street Address:	Forbury Road

CH \$140.00 3030952

Internal Address:	Morgan Cole Apex Plaza
City:	Reading
State/Country:	UNITED KINGDOM
Postal Code:	RG1 1AX
Entity Type:	CORPORATION: UNITED KINGDOM

Name:	Hazard Management Solutions Limited
Street Address:	Forbury Road
Internal Address:	Morgan Cole Apex Plaza
City:	Reading
State/Country:	UNITED KINGDOM
Postal Code:	RG1 1AX
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3030952	SKM
Registration Number:	3395648	MICROVIPER
Serial Number:	78328193	SEARCHTEC
Registration Number:	3294357	HAL
Registration Number:	3410207	BOMBTEC

CORRESPONDENCE DATA

Fax Number: 6508134848
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 650-813-4800
Email: patents@dechert.com
Correspondent Name: Dechert LLP
Address Line 1: 2440 W. El Camino Real
Address Line 2: Suite 700
Address Line 4: Mountain View, CALIFORNIA 94040-1499

ATTORNEY DOCKET NUMBER:	388757/128542
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DOMESTIC REPRESENTATIVE

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

	Charles Lee
Signature:	/Charles Lee/
Date:	01/09/2014
Total Attachments: 15 source=Consent Release Payoff Agreement (9.20.13)#page1.tif source=Consent Release Payoff Agreement (9.20.13)#page2.tif source=Consent Release Payoff Agreement (9.20.13)#page3.tif source=Consent Release Payoff Agreement (9.20.13)#page4.tif source=Consent Release Payoff Agreement (9.20.13)#page5.tif source=Consent Release Payoff Agreement (9.20.13)#page6.tif source=Consent Release Payoff Agreement (9.20.13)#page7.tif source=Consent Release Payoff Agreement (9.20.13)#page8.tif source=Consent Release Payoff Agreement (9.20.13)#page9.tif source=Consent Release Payoff Agreement (9.20.13)#page10.tif source=Consent Release Payoff Agreement (9.20.13)#page11.tif source=Consent Release Payoff Agreement (9.20.13)#page12.tif source=Consent Release Payoff Agreement (9.20.13)#page13.tif source=Consent Release Payoff Agreement (9.20.13)#page14.tif source=Consent Release Payoff Agreement (9.20.13)#page15.tif	

Consent, Release and Payoff Agreement

This Consent, Release and Payoff Agreement (this "Agreement"), dated as of September 20, 2013, is by and among Allen-Vanguard Corporation, an Ontario corporation ("Borrower"), each subsidiary or affiliate of the Borrower listed as a guarantor on the signature pages to the Credit Agreement referred to below (the "Guarantors"), CFS Administrative Agency Canada Corp., as Administrative Agent (the "Administrative Agent") and the Lenders signatory hereto, representing all of the Lenders under the Credit Agreement (the "Lenders").

WHEREAS, the Borrower, the Guarantors, the Administrative Agent and the Lenders from time to time party thereto are party to a Third Amended and Restated Credit Agreement, dated as of March 22, 2013 (as amended, restated or otherwise modified, the "Credit Agreement"; capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Credit Agreement);

WHEREAS, the Borrower, the Majority Lenders and the Minority Lender are party to that certain Amended and Restated Subordination Agreement, dated as of March 22, 2013 (the "Subordination Agreement");

WHEREAS, pursuant to the Transaction Agreement, dated as of September __, 2013 (the "Transaction Agreement"), the Borrower, Allen-Vanguard International, LLC, a Delaware limited liability company ("AV International"), and Allen-Vanguard Ltd., a company incorporated in England and Wales, agree to sell and transfer (such sale and transfer, the "Sale") to Safariland, LLC, a Delaware limited liability company ("Safariland"), Mustang Survival ULC, a British Columbia unlimited liability company ("MS ULC"), and Sencan Limited, a company incorporated in England and Wales ("Sencan" and together with Safariland and MS ULC, the "Purchasers"), all of AV International's equity interests in Allen-Vanguard, LLC, a Delaware limited liability company (the "Transferred Interests"), and certain other assets described in the Transaction Agreement (the "Transferred Assets"), the net proceeds of which will be used among other things to prepay certain Accommodations Outstanding under the Credit Agreement;

WHEREAS, pursuant to Sections 6.02(3), 6.02(5) and 6.02(6) of the Credit Agreement, the consent of the Lenders is required in order for the Borrower to consummate the Sale;

WHEREAS, the Borrower has requested that the Lenders consent to the Sale and the Lenders have agreed to consent to the Sale and release their Encumbrances over the Transferred Interests and the Transferred Assets and obligations of Allen-Vanguard, LLC under the Domestic Guarantee and Credit Documents on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. (a) The Borrower and each of the Guarantors (other than Allen-Vanguard, LLC) represent and warrant to the Administrative Agent and the Lenders that after giving effect to the consent granted in paragraph 1(b), no Default or Event of Default exists and is continuing or would result from the Sale or the transactions contemplated by the Transaction Agreement.

(b) Based solely on the representations and warranties provided in paragraph 1(a) above and subject to the Borrower directing the proceeds of the Sale to be payable to the Administrative Agent in paragraph 1(c) below, the Administrative Agent and the Lenders party hereto hereby (i) consent to the Sale, and hereby waive any and all Defaults or Events of Default that may result therefrom and (ii) confirm that upon receipt of the proceeds of the Sale by the Administrative Agent in the amount of \$86,170,160 (the "Paydown Amount"), the Accommodations Outstanding under the Credit Agreement shall be reduced to \$65,687,500.72.

(c) The Borrower hereby directs the Administrative Agent, and the Administrative Agent and the Majority Lenders hereby acknowledge and agree, that any amounts payable to the Majority Lenders hereunder (including proceeds of the Sale) shall be immediately paid to the Minority Lender until all Accommodations Outstanding, all interest and fees owing to the Minority Lender shall have been paid in full. By its execution hereof, the Minority Lender hereby confirms and agrees that effective immediately upon receipt of the proceeds of the Sale from the Administrative Agent on September 20, 2013 in the aggregate amount of \$20,482,659.28 (the "Payoff Amount") (comprising \$20,432,399.19 in principal and \$280,912.80 in interest accrued and unpaid through and including the date hereof and \$64,243 in any and all fees outstanding including legal fees (comprised of the outstanding amendment fee \$53,243, billed and unpaid legal fees \$6,000 and legal fees related to this Credit Agreement Consent \$5000), minus the balance held in the Minority Lender Interest Reserve Account \$294,895.71) plus the Per Diem Amount, if any, (i) all obligations of the Borrower and each Guarantor owing to the Minority Lender shall be satisfied in full and the Borrower and the Guarantors shall have no further obligations owing to the Minority Lender (ii) the "Scotiabank Debt" (as defined in the Subordination Agreement) shall be "Paid in Full" (as defined in the Subordination Agreement), and the Subordination Agreement shall be terminated and of no further force and effect and (iii) the Minority Lender shall have no further obligation to make any loans or advances to the Borrower under the Credit Agreement. If payment of the Payoff Amount is not received by the Administrative Agent by 4:30 p.m. (Toronto time) on the date hereof, the Payoff Amount will be recalculated to include an additional \$4,618.28 per day for each day thereafter (the "Per Diem Amount") until the Payoff Amount (including Per Diem Amount accrued) is paid.

(d) The Borrower and each of the Guarantors (other than Allen-Vanguard, LLC) hereby represent and warrant to the Administrative Agent and the Lenders that the documents attached hereto at **Schedule A** relate solely to the release of the Transferred Interests and Transferred Assets and not to any other Collateral. Notwithstanding anything to the contrary herein (including, for the avoidance of doubt, clause 1(c) hereof), upon the

receipt of the Paydown Amount by the Administrative Agent, (i) the Encumbrances granted under the Security Documents on the Transferred Interests and the Transferred Assets are hereby irrevocably satisfied, terminated and released (ii) all Transferred Interests and Transferred Assets pledged to Agent for the benefit of the Lenders are fully released and (iii) Allen Vanguard, LLC is hereby released from its obligations under the Domestic Guarantee and all other Credit Documents to which it is a party, in each case without the necessity of any further action by the Administrative Agent or any Lender. Upon receipt of the Paydown Amount, the Administrative Agent, without liability to any Lender, (1) hereby agrees to immediately release from attorney escrow the executed documents attached hereto as Schedule A to further evidence the foregoing release and (2) irrevocably authorizes the Borrower, Purchasers, Allen-Vanguard, LLC and their designees to file, at the expense of Borrower, any UCC-3 or Personal Property Security Act termination statements, financing change statements or similar documents and filings to evidence or give effect to the release of such Encumbrances including without limitation, the registrations listed in Schedule A hereto.

2. The Borrower and each of the Guarantors (other than Allen-Vanguard, LLC) hereby confirm, notwithstanding the effectiveness of this Agreement, other than with respect to the obligations of the Borrower and each Guarantor under the Credit Agreement which are paid with the proceeds of the Sale as contemplated in paragraphs 1(b) and (c) hereof, the obligations of the Borrower and each Guarantor (other than Allen-Vanguard, LLC) under the Credit Agreement and each other Credit Document (other than the Subordination Agreement) to which they are a party shall not be impaired, and each of the Credit Documents (other than the Subordination Agreement) is, and shall continue to be, in full force and effect and is hereby confirmed and ratified in all respects.
3. This Agreement (a) shall be deemed to be a Credit Document; (b) embodies the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter, whether express or implied; and (c) may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of a manually executed counterpart to this Agreement. Except as expressly set forth herein, no term or provision of the Credit Agreement is amended, modified or waived.
4. This Agreement shall become effective upon the receipt by the Administrative Agent of a duly executed counterpart hereof from the Borrower, Guarantors, the Majority Lenders and the Minority Lender.
5. This Agreement may be relied on by the Purchasers and their respective successors and assigns.

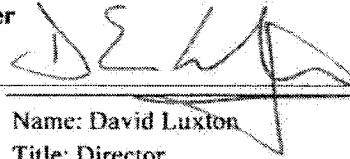
6. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN NEW YORK.

[Signature appears on the following page]

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

**ALLEN-VANGUARD CORPORATION, as
Borrower**

By:



Name: David Luxton
Title: Director

[Signature Page to Consent to Sale]

**VANGUARD RESPONSE SYSTEMS (UK)
LIMITED, as Guarantor**

By: _____

Name: David Luxton

Title: Director

**P W ALLEN HOLDINGS LIMITED, as
Guarantor**

By: _____

Name: David Luxton

Title: Director

**CONTEGO AV INVESTMENTS, LLC, as
Guarantor**

By: _____

Name: Raymond. C. French

Title: Authorized Person

**CONTEGO AV LUXEMBOURG S.A R.L., as
Guarantor**

By: _____

Name: J.L de Zwart

Title: Class B Manager

[Signature Page to Consent to Sale]

**VANGUARD RESPONSE SYSTEMS (UK)
LIMITED, as Guarantor**

By: _____

Name: David Luxton

Title: Director

**P W ALLEN HOLDINGS LIMITED, as
Guarantor**

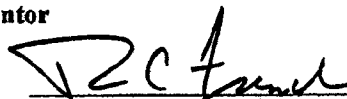
By: _____

Name: David Luxton

Title: Director

**CONTEGO AV INVESTMENTS, LLC, as
Guarantor**

By: _____



Name: Raymond. C. French

Title: Authorized Person

**CONTEGO AV LUXEMBOURG S.À R.L., as
Guarantor**

By: _____

Name: J.L de Zwart

Title: Class B Manager

[Signature Page to Consent to Sale]

**VANGUARD RESPONSE SYSTEMS (UK)
LIMITED, as Guarantor**

By: _____

Name: David Luxton
Title: Director

**P W ALLEN HOLDINGS LIMITED, as
Guarantor**

By: _____

Name: David Luxton
Title: Director

**CONTEGO AV INVESTMENTS, LLC, as
Guarantor**

By: _____

Name: Raymond. C. French
Title: Authorized Person

**CONTEGO AV LUXEMBOURG S.À R.L., as
Guarantor**

By: _____

Name: J.L. de Zwart
Title: Class B Manager

[Signature Page to Consent to Sale]

**CONTEGO AV LUXEMBOURG S.A R.L., as
Guarantor**

By: _____

Name: Raymond C. French

Title: Class A Manager

**ALLEN-VANGUARD THREAT
SOLUTIONS LTD., as Guarantor**

By: _____

Name: David Luxton

Title: Director

**ALLEN-VANGUARD INTERNATIONAL,
LLC as Guarantor**

By: _____

Name: Raymond C. French

Title: Chief Executive Officer

ALLEN-VANGUARD, LLC, as Guarantor

By: _____

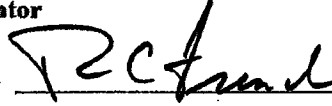
Name: Raymond C. French

Title: Authorized Person

[Signature Page to Consent to Sale]

**CONTEGO AV LUXEMBOURG S.À R.L., as
Guarantor**

By:



Name: Raymond C. French

Title: Class A Manager

**ALLEN-VANGUARD THREAT
SOLUTIONS LTD., as Guarantor**

By:

Name: David Luxton

Title: Director

**ALLEN-VANGUARD INTERNATIONAL,
LLC as Guarantor**

By:

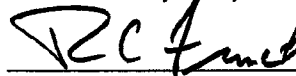


Name: Raymond C. French

Title: Chief Executive Officer

ALLEN-VANGUARD, LLC, as Guarantor

By:



Name: Raymond C. French

Title: Authorized Person

[Signature Page to Consent to Sale]

ALLEN-VANGUARD LTD., as Guarantor

By:



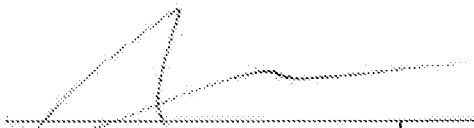
Name: Martin Lawrance

Title: Sole Director

[Signature Page to Consent to Sale]

CFS ADMINISTRATIVE AGENCY
CANADA CORP., as Administrative Agent

By:


Name: James M. Bond
Title: Chief Operating Officer



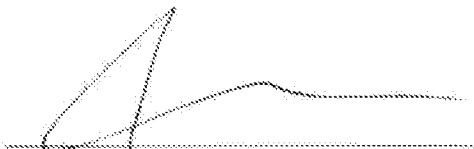
THE BANK OF NOVA SCOTIA, as a Lender
and as the Minority Lender

By:

Name:
Title:

CANTOR FITZGERALD SECURITIES, as a
Lender

By:


Name: James M. Bond
Title: Chief Operating Officer



CONTEGO AV FUNDING II, LLC, as a
Lender

By:

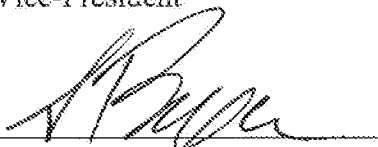
Name:
Title:

**CFS ADMINISTRATIVE AGENCY
CANADA CORP., as Administrative Agent**

By: _____
Name:
Title:

**THE BANK OF NOVA SCOTIA, as a Lender
and as the Minority Lender**

By:  _____
Name: Rocco Fabiano
Title: Vice-President

By:  _____
Name: Steve Bryce
Title: Senior Manager

**CANTOR FITZGERALD SECURITIES, as a
Lender**

By: _____
Name:
Title:

**CONTEGO AV FUNDING II, LLC, as a
Lender**

By: _____
Name:
Title:

**CFS ADMINISTRATIVE AGENCY
CANADA CORP., as Administrative Agent**

By: _____
Name:
Title:

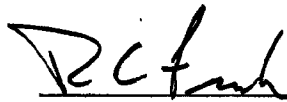
**THE BANK OF NOVA SCOTIA, as a Lender
and as the Minority Lender**

By: _____
Name:
Title:

**CANTOR FITZGERALD SECURITIES, as a
Lender**

By: _____
Name:
Title:

**CONTEGO AV FUNDING II, LLC, as a
Lender**

By:  _____
Name: Raymond C. French
Title: Authorized Person

[Signature Page to Consent to Sale]

**CONTEGO AV FUNDING II-A, LLC, as a
Lender**

By:



Name: Raymond C. French

Title: Authorized Person

[Signature Page to Consent to Sale]