

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D.F. King & Co., Inc.		07/21/2014	CORPORATION: DELAWARE
Donlin, Recano & Company, Inc.		07/21/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Administrative Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3640092	DRC DOCULINKS	
Registration Number:	1952184	ACCLAIM	
Registration Number:	2658851	TAS	
Registration Number:	1757147	KING TELESERVICES	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-39658		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		

OP \$115.00 3640092

DATE SIGNED:	07/31/2014
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 21, 2014, among D.F. King & Co., Inc. ("King"), Donlin, Recano & Company, Inc. ("Donlin"), together with King, the "Grantors" and each, a "Grantor") and Goldman Sachs Bank USA ("GS"), as Administrative Agent.

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of June 26, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Armor Holdco, Inc. ("Holdings"), Armor Holding II LLC (the "Borrower"), the Subsidiaries from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of June 26, 2013, amended by the Amendment dated as of August 1, 2013 and further amended by the Second Amendment dated as of September 30, 2013 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the "Trademark Collateral"):

(a) all now owned or hereafter acquired trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks or such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

D.F. KING & CO., INC.,

by



Name: Martin G. Flanigan
Title: Chief Financial Officer

DONLIN, RECANO & COMPANY, INC.,

by



Name: Martin G. Flanigan
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 005334 FRAME: 0217

GOLDMAN SACHS BANK USA, as
Administrative Agent,

by



Name: Anna Ashurov
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement (Second Lien)]

[[3481648]]

TRADEMARK
REEL: 005334 FRAME: 0218

Schedule I

I. Trademarks

<u>Mark</u>	<u>Application No.</u>	<u>Filed</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
DRC DocuLinks	77060268	12/08/06	3640092	06/16/09	Donlin, Recano & Company, Inc.
ACCLAIM	74436145	09/14/93	1952184	01/30/96	Donlin, Recano & Company, Inc.
[TAS (Stylized)] 	76322007	04/27/01	2658851	12/10/02	D.F. King & Co., Inc.
KING TELESERVICES	74257602	03/20/92	1757147	03/09/93	D.F. King & Co., Inc.

II. Trademark Applications

None.

III. Trademark Licenses

None.