

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
D.F. King & Co., Inc.		07/21/2014	CORPORATION: DELAWARE
Donlin, Recano & Company, Inc.		07/21/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. DEARBORN, 7TH FL		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3640092	DRC DOCULINKS	
<b>Registration Number:</b>	1952184	ACCLAIM	
<b>Registration Number:</b>	2658851	TAS	
<b>Registration Number:</b>	1757147	KING TELESERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-39657		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		

OP \$115.00 3640092

<b>DATE SIGNED:</b>	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 JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to the First 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 First Lien Credit Agreement dated as of June 26, 2013, amended by the First Amendment dated as of September 30, 2013 and further amended by the Incremental Facility Amendment dated as of June 13, 2014 (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 and the Issuing Banks 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.

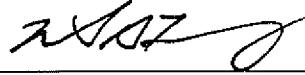
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature 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



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Name: Martin J. Flanigan  
Title: Chief Financial Officer

DONLIN, RECANO & COMPANY, INC.,

By



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Name: Martin J. Flanigan  
Title: Chief Financial Officer

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

**TRADEMARK**  
**REEL: 005334 FRAME: 0321**

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by



*[Faint, illegible text]*



Name:

Leo Lai

Title:

Executive Director  
JPMorgan Chase


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

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**TRADEMARK**  
**REEL: 005334 FRAME: 0322**

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.