

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327010

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DYNAMIC RUNFLATS, INC.		05/02/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DREW McMANIGLE		
<b>Street Address:</b>	11935 GOLD NEEDLE WAY		
<b>City:</b>	COLUMBIA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21044		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4191068	DYNAMIC RUNFLATS	
<b>Registration Number:</b>	4222281	DYNAMIC RUNFLATS	
<b>Registration Number:</b>	4514859	DYNAMIC RUNFLAT SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122883063		
<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>	412-288-7222		
<b>Email:</b>	ptoipinbox@reedsmith.com		
<b>Correspondent Name:</b>	Robert A. Muha, Esq.		
<b>Address Line 1:</b>	P.O. Box 488		
<b>Address Line 2:</b>	REED SMITH LLP		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15230-0488		
<b>ATTORNEY DOCKET NUMBER:</b>	887710.20001 RAM		
<b>NAME OF SUBMITTER:</b>	Robert A. Muha		
<b>SIGNATURE:</b>	/Robert A. Muha/		
<b>DATE SIGNED:</b>	12/22/2014		
<b>Total Attachments: 17</b>			
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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, made May 2, 2014, by and between Dynamic Runflats, Inc., a Delaware corporation ("DRI"), Indigen Armor, Inc., a Delaware corporation ("IAI"), ArmorLine Corporation, a Delaware corporation ("ArmorLine"), DVG Real Property, LLC ("DVG Real Property") and Defense Venture Group, Ltd., a Delaware corporation ("DVG Ltd.," and collectively with DRI, IAI, DVG Real Property and ArmorLine, the "Assignors"), on the one hand, and Drew McManigle, located at 11935 Gold Needle Way, Columbia, MD 21044 (the "Assignee"), on the other hand, with reference to the following:

### Recitals

A. DRI has its principal place of business at 793 Fort Mill Highway, Indian Land, SC 29707 and its federal tax identification number is 27-03282034. IAI has its principal place of business at 793 Fort Mill Highway, Indian Land, SC 29707 and its federal tax identification number is 80-0426756. ArmorLine has its principal place of business at 793 Fort Mill Highway, Indian Land, SC 29707 and its federal tax identification number is 80-0426773. DVG Ltd. has its principal place of business at 793 Fort Mill Highway, Indian Land, SC 29707 and its federal tax identification number is 80-0426756. DVG Real Property has its principal

place of business at 793 Fort Mill Highway, Indian Land, SC 29707 and its federal tax identification number is 90-0625924.

B. The Assignors are indebted to various persons, corporations or other entities and are desirous of transferring all their right, title and interest in their property to an assignee for the benefit of their creditors, so that the proceeds thereof can be fairly distributed to their creditors without any preference or priority, except such priority as is established and permitted by applicable law.

C. The Assignors and Assignee desire to entire into this general assignment for the benefit of creditors on the terms and conditions set forth below.

#### **Agreement**

NOW, THEREFORE, Assignors, for valuable consideration, receipt of which is hereby acknowledged, do hereby make the following general assignment for the benefit of each Assignor's creditors (the "Assignment") to Assignee under the following terms and conditions, all of which terms and conditions are agreed to by the Assignors and Assignee:

1. Assignment of Assets. Each Assignor does hereby grant, assign, bargain, sell and transfer to Assignee, its successors and assigns, in trust, for the benefit of all its creditors generally, all of the property and assets of such Assignor

of every kind and nature whatsoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, accounts, general intangibles, intellectual property, deposits, books, records, fixtures, cash in hand, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature owned by such Assignor, or in which such Assignor has an interest (the "Assignment Estate").

1.1 Lease Exclusion. Leases and leasehold interests in real property are not included in this Assignment.

1.2 Employee Benefit Plan Exclusion. Employee benefit plans (which includes any related employee trust fund), including without limitation, any ERISA-qualified plan or other similar employee plan, are not included in this Assignment. Assignee shall not be or deemed to be an administrator under any such employee benefit plan nor shall the Assignee have any role or responsibility for the termination of any such employee benefit plan of any Assignor and/or its employees.

2. Real Property Grant Deed. This Assignment constitutes a grant deed to all real property owned by any Assignor (except for real property leases and leasehold interests which are expressly excepted from this Assignment as provided in Section 1.1 above), whether or not such Assignor's real property is specifically described in this Assignment.

3. Vesting. Title to the Assignment Estate immediately shall vest in the Assignee upon the commencement of a proceeding by petition in the Delaware Chancery Court to administer this Assignment under Title 10, Chapter 73 of the Delaware Code for the purpose hereinafter set forth and upon the Delaware Chancery Court accepting administration of the Assignment. The Assignee hereby agrees, promptly upon commencement of such proceeding, to provide the Assignors with copies of the documents filed to commence such proceeding.

4. Delivery Of Documents, Endorsements And Mail Delivery. Each Assignor agrees to deliver to Assignee all books of account and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership where required by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment, including, but not limited to, all of such Assignor's real and personal property and/or such Assignor's interest therein, including, mortgages, deeds of

trust, motor vehicles, trademarks, copyrights and patent rights. No Assignor, nor its respective agents, shall execute any documents on behalf of such Assignor without prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring any Assignor's signature, in the name of such Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of such Assignor. Each Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, in the name of such Assignor. Assignee is authorized to direct all of any Assignor's mail to be delivered to Assignee; and Assignee is expressly authorized and directed to open said mail as agent of any Assignor, and to do anything or act which Assignee in his sole and arbitrary discretion deems necessary or advisable to effectuate the purposes of this Assignment.

5. Alcoholic Beverage Licenses. In the event any Assignor is engaged in the sale of alcoholic beverages, this Assignment does not include transfer of any alcoholic beverages; but, each Assignor hereby appoints Assignee as his agent for the sole purpose of filing an application for a permit for the sale of the alcoholic beverages in such Assignor's place of business and/or sale of alcoholic beverage license(s) (Assignee being vested with absolute discretion in regard thereto, and

assuming no liability by reason thereof); and, each Assignor hereby assigns to Assignee all of the proceeds of such sale for the benefit of such Assignor's creditors, generally in accordance with the terms of this Assignment.

6. Nature Of Assignment. This instrument transfers legal title and possession of all of each Assignor's assets. This Assignment constitutes a transfer of only those assets that can be transferred legally; and does not constitute a transfer of property that it is illegal to transfer. Assignee in its own discretion, may determine whether to continue all or a part of the business operations, or to liquidate each Assignor's assets.

7. Disposition Of Assets. Assignee, in its discretion, may sell and dispose of each Assignor's assets upon such terms and conditions, as it may see fit, at public or private sale, or otherwise. Assignee shall not be personally liable in any manner in connection with the performance of its duties and obligations hereunder. Assignee's obligations hereunder shall be in a representative capacity only as an Assignee for the general benefit of each Assignor's creditors. Assignee shall administer this estate to the best of its ability, but it is expressly understood that Assignee, and its agents, servants or employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate; and Assignee shall not be liable for any act or thing done by Assignee, its agents,



servants, or employees in good faith in connection herewith. Assignee is not liable or responsible for any obligations of any nature whatsoever incurred at any time by any Assignor, whether before or after the date of this Assignment.

8. Liability of Assignee. Assignor acknowledges that Assignee is acting solely as assignee in connection with the Assignment and not in his personal capacity. As a result, it is understood and agreed that the Assignee is to assume no personal liability or responsibility for any of his acts as Assignee herein, including errors in judgment, but his obligation shall be limited to the performance of the terms and conditions of this Assignment Agreement in good faith and in the exercise of his best judgment. The Assignee shall not be required to perform any duties or obligations except for the performance or such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be read into this Assignment Agreement against the Assignee. To insure the performance obligations set forth herein, the Assignee shall obtain a bond as soon as practicable and no later than ten business days after the inventory and appraisal required by 10 Del. C. § 7382 have been filed pursuant to 10 Del. C. § 7383 if the bond requirement is not waived upon Assignee's motion. Notwithstanding the foregoing, the Assignee shall be bound by the promises made in any (1) engagement letter and/or non-disclosure agreement entered into with, or

for the benefit of, one or more of the Assignors and (2) cash collateral agreement entered into with, or for the benefit of, JFL-DVG Partners, LLC.

9. Employment of Counsel of Assignee. It is hereby represented and agreed by the parties that the law firm of Gellert Scali Busenkell & Brown, LLC shall be employed to act as attorneys for the Assignee, and shall render such legal services as the Assignee requires during the existence of this Assignment. Additional special counsel may be retained by the Assignee should he deem the same necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.

10. Compensation Of Assignee. The Assignee shall be compensated in accordance with the terms of (i) that certain engagement letter dated April 1, 2014, and attached hereto as Exhibit A and (ii) the Cash Collateral Agreement entered into between Assignee and JFL-DVG Partners, LLC, dated May 2, 2014.

11. Powers And Duties Of Assignee. Assignee may compromise claims, complete or reject any Assignor's executory contracts, discharge, at its option, any liens on the assets covered by this Assignment and any indebtedness that, under law, is entitled to priority of payment. Assignee shall have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money,

hypothecate and pledge the assets, and to do all matters and things that each Assignor could have done prior to this Assignment. Assignee shall have the power to employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate and to assist in the preparation and filing of any and all state, county, local or federal tax returns as required. Any act or thing done by Assignee hereunder shall bind the Assignment Estate and Assignee only in his capacity as Assignee for the benefit of creditors. Assignee shall have the right to sue as the successor of each Assignor or Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of any Assignor, the same as if such Assignor itself had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized and has the right to defend all actions instituted against such Assignor and to appear on behalf of such Assignor in all proceedings (legal or otherwise) in which such Assignor is a party. Each Assignor does hereby appoint Assignee as its attorney-in-fact, with full power to act for and in the place of such Assignor in such actions or proceedings or in any other matters, including the right to verify, on behalf of such Assignor, and with respect to all documents of any nature whatsoever, including all pleadings which are part of any legal proceedings. Each Assignor does hereby grant to Assignee the right to act for, and in the place of, such Assignor in any type of proceeding under title 11 of the United States Code, Sections 101 et. seq. (the

"Bankruptcy Code"), including the right to defend any petitions or actions filed against such Assignor under the Bankruptcy Code.

12. Assignor's Duties As To Non Assignable Tax Or Other Refund Claims. Each Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due, from any governmental agency, for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of such Assignor, to make all claims for refunds which may be made by an attorney-in-fact.

13. Distribution To Creditors. Assignee shall apply the net proceeds arising from or related to the liquidation of the Assignment Estate, in the following priority as to amounts only and not time of distributions as follows:

- A. First, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under law is entitled to priority of payment, including without limitation in respect of discharging the Loan and Security Agreement, dated February 20, 2014 among Defense Venture Group LTD., a Delaware corporation, Dynamic Runflats, Inc., a Delaware corporation, ArmorLine

Corporation, a Delaware corporation, Indigen Armor, Inc., a Delaware corporation and JFL-DVG Partners, LLC, a Delaware limited liability company, and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the Assignment Estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

- B. Second, all reasonable costs and expenses incidental to the administration of the Assignment Estate, including the payment of the remuneration and fee to the Assignee as set forth above and the payment of attorneys for the Assignee, accountants to the Assignee, attorneys to each Assignor for services related to the making and administration of the general assignment and any other professionals the Assignee deems necessary to properly administer the Assignment Estate.
- C. Third, all federal taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to, federal withholding taxes, Federal

unemployment taxes and any other federal income, excise, property and employment taxes.

- D. Fourth, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.
- E. Fifth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Assignee may, but is not required to, make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution.
- F. Sixth, any monies unclaimed by creditors 90 days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate by the Assignee, shall be re-distributed, pro rata, to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate, provided any such distribution exceeds One Thousand Dollars (\$1,000.00).

G. Seventh, if any undistributed dividends to creditors, or any reserve of other funds, shall remain unclaimed for a period of one year after issuance of dividend checks by Assignee, or the termination of the administration of the Assignment Estate by the Assignee, then the same shall become the property of the Assignee and shall be used to supplement the Assignee's fees for services administering this Assignment.

14. Right To Withhold Payment Of Contested Claims. In the event that the Assignee contests the validity of a Claim,<sup>1</sup> falling within any of the classifications set forth in paragraph 13 above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested Claim is determined by a Court of competent jurisdiction or by agreement with the Assignee.

15. Definition Of Transaction. It is agreed and understood that this transaction is a general assignment for the benefit of all of each Assignor's

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<sup>1</sup> The term "Claim" for the purposes of this Assignment Agreement shall mean a right to payment as defined in Section 101(5) of Title 11 of the United States Code and the federal case law construing that statute.

creditors; and that this is a "general assignment for the benefit of creditors," as set forth in laws of the State of Delaware pertaining thereto. This general assignment for the benefit of creditors (1) does constitute an assignment to the Assignee of all assets of each Assignor which are transferable and not exempt from enforcement of a money judgment; (2) is an assignment for the benefit of all of the creditors of each Assignor, and (3) does not create a preference of one creditor or class of creditors over any other creditor or class of creditors.

16. Entire Agreement. This Assignment supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and thereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof. Notwithstanding the foregoing, the Assignee shall be bound by the promises made in any (1) non-disclosure agreement entered into with, or for the benefit of, one or more of the Assignors and (2) cash collateral agreement entered into with, or for the benefit of JFL-DVG Partners, LLC.

17. Headings. The headings used in this Assignment have been inserted for convenience of reference only and do not define or limit the provisions hereof.

18. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights



or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from.

19. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

20. Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ACCEPTED BY ASSIGNEE on MAY 2, 2014

"Assignors"

Dynamic Runflats, Inc.

By: C. Alexander Naiman  
Name: C. ALEXANDER NAIMAN  
Title: ASST. SEC.

Indigen Armor, Inc.

By: C. Alexander Naiman  
Name: C. ALEXANDER NAIMAN  
Title: ASST. SEC.

ArmorLine Corporation

By: C. Alexander Naiman  
Name: C. ALEXANDER NAIMAN  
Title: ASST. SEC.

Defense Ventura Group, Ltd.

By: C. Alexander Naiman  
Name: C. ALEXANDER NAIMAN  
Title: ASST. SEC.

DVG Real Property, LLC

By: C. Alexander Naiman  
Name: C. ALEXANDER NAIMAN  
Title: ASST. SEC.

"Assignee"

Drew McManigle

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED BY ASSIGNEE on May 2nd, 2014

"Assignors"

Dynamic Runflats, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Indigen Armor, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ArmorLine Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Defense Venture Group, Ltd.

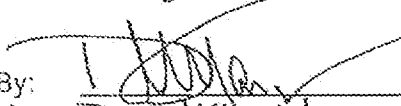
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DVG Real Property, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Assignee"

Drew McManigle

By:   
Name: Drew McManigle  
Title: Assignee

[Signature Page to Assignment Agreement]