

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Point Blank Enterprises, Inc.		12/17/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SJC DLF II-G, LLC as Agent		
Street Address:	1700 East Putnam Avenue		
Internal Address:	SUITE 207		
City:	Old Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06870		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4366937	PROVEN UNDER FIRE	
Registration Number:	2866014	INTERCEPTOR	
Registration Number:	2403512	POINT BLANK	
Registration Number:	2922997	POINT BLANK BODY ARMOR INC.	
Registration Number:	2852809	S.P.I.D.E.R.	
Registration Number:	3776242	THE ROUND STOPS HERE	
Registration Number:	3266155	VISION	
Registration Number:	3594896	WEAR IT FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	055048-0003		

CH \$215.00 4366937

NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/29/2014
Total Attachments: 8 source=Point Blank - Trademark Security Agreement Execu #page1.tif source=Point Blank - Trademark Security Agreement Execu #page2.tif source=Point Blank - Trademark Security Agreement Execu #page3.tif source=Point Blank - Trademark Security Agreement Execu #page4.tif source=Point Blank - Trademark Security Agreement Execu #page5.tif source=Point Blank - Trademark Security Agreement Execu #page6.tif source=Point Blank - Trademark Security Agreement Execu #page7.tif source=Point Blank - Trademark Security Agreement Execu #page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2014 (as amended, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement"), is entered into by and among POINT BLANK ENTERPRISES, INC., a Delaware corporation (together with its successors and assigns, "PBE"), PROTECTIVE PRODUCTS ENTERPRISES, LLC, a Delaware limited liability company (together with its successors and assigns, "PPE", and together with PBE, each a "Debtor" and individually and collectively, jointly and severally, the "Debtors"), and SJC DLF II-G, LLC, as Agent (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, "Agent"), for the benefit of the Secured Parties (as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, extended, renewed, replaced, refinanced, or otherwise modified from time to time, the "Loan Agreement"), by and among Agent, the Lenders (as defined in the Loan Agreement) from time to time party thereto, the Debtors and certain of their affiliates, the Lenders have agreed to make certain financial accommodations available to the Debtors and their affiliates from time to time pursuant to, and subject to, the terms and conditions thereof; and

WHEREAS, Agent is willing to make the financial accommodations to the Debtors as provided for in the Loan Agreement, but only upon the condition, among others, that the Debtors shall have executed and delivered to Agent that certain Trademark Collateral Assignment and Security Agreement, dated of even date herewith (including all annexes, exhibits, or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, replaced, refinanced, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Debtors are required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees as follows:

1. DEFINED TERMS. Capitalized terms used herein and not defined herein shall have the meanings specified in the Security Agreement or, if not defined therein, in the Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) As collateral security for the prompt performance, observance, and payment in full of all of the Obligations, each Debtor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and a general lien upon the following (being collectively

referred to herein as the “Collateral”): (i) all of such Debtor’s now existing or hereafter acquired right, title, and interest in and to (A) all of such Debtor’s trademarks, trade names, trade styles, and service marks and all applications, registrations, and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, the trademarks, terms, designs, and applications described in Schedule I hereto, together with all rights and privileges arising under applicable law with respect to such Debtor’s use of any trademarks, trade names, trade styles, and service marks, and all reissues, extensions, continuations, and renewals thereof (all of the foregoing being collectively referred to herein as the “Trademarks”); and (B) all prints and labels on which such trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iii) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks; (iv) all income, fees, royalties, and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present, and future infringements thereof; (vi) all rights corresponding thereto throughout the world, and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by such Debtor against third parties for past or future infringement of the Trademarks.

(b) Notwithstanding the foregoing, in no event shall the Collateral include (i) any rights or interests in any license or license agreement covering any Trademarks if under the terms of such license or license agreement, or applicable law with respect thereto, the valid grant of a security interest or lien therein to Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such license or license agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided that the foregoing exclusions (x) shall in no way be construed (A) to apply if any such prohibition is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or other applicable law or (B) so as to limit, impair, or otherwise affect Agent’s unconditional continuing security interests in and liens upon any rights or interests of any Debtor in or to monies due or to become due under any such license or license agreement, and (y) shall not apply to any proceeds of such license or license agreement, or (ii) any 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, or result in the abandonment, voiding, or cancellation of such intent-to-use trademark applications under applicable federal law, provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. OBLIGATIONS SECURED. The security interest and Lien granted to Agent pursuant to this Trademark Security Agreement shall secure the prompt performance, observance, and payment in full of any and all Obligations.

4. SECURITY AGREEMENT. The provisions of this Trademark Security Agreement are supplemental to the provisions of the Security Agreement, and nothing contained in this Trademark Security Agreement shall limit any of the rights or remedies of Agent under the Security Agreement. In the event of any conflict between any provision in the Security Agreement and a provision in this Trademark Security Agreement, such provision of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. The Debtors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto to include any United States registered Trademarks or any application therefor hereafter acquired by any Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate, or detract from Agent's continuing security interest in all of the Collateral, whether or not listed on Schedule I hereto.

6. CONSTRUCTION. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to any Debtor and Agent pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement," and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not any particular provision of this Trademark Security Agreement and as this Trademark Security Agreement now exists or may hereafter be amended, amended and restated, supplemented, extended, renewed, replaced, refinanced, or otherwise modified from time to time. This Trademark and Security Agreement constitutes a Financing Agreement.

7. GOVERNING LAW. The validity, interpretation, and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity, or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

8. CONSENT TO JURISDICTION. Each of the Debtors and Agent hereby irrevocably consents and submits to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan in the City of New York, and any appellate court from any thereof, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Trademark Security Agreement or in any way connected or related or incidental to the dealings of the Debtors and Agent in respect of this Trademark Security Agreement or the transactions related hereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity, or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against any Debtor or such Debtor's property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against such Debtor or such Debtor's assets or property). Each Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return

receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at such party's option, by service upon such other party in any other manner provided under the rules of any such courts.

9. JURY TRIAL. EACH OF THE DEBTORS AND AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (i) ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE DEBTORS AND AGENT IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. THE DEBTORS AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS TRADEMARK SECURITY AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE DEBTORS AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10. COUNTERPARTS, ETC. This Trademark Security Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were as a manually executed and delivered counterpart. This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon the Debtors and their successors and assigns and inure to the benefit of and be enforceable by Agent, the other Secured Parties, and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

DEBTORS

POINT BLANK ENTERPRISES, INC.

By: 

Name: Ivan Habibe

Title: Chief Financial Officer, Vice President and Treasurer

PROTECTIVE PRODUCTS ENTERPRISES, LLC

By: 

Name: Ivan Habibe

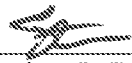
Title: Chief Financial Officer, Vice President, Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005431 FRAME: 0230


AGENT

SJC DLF II-G, LLC, as Agent

By:  _____
Name: Stephen J. Czech
Title: Executive Officer and President

Schedule I
to
Short Form Trademark Security Agreement

List of Trademarks and Trademark Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Expiration Date
Armor-Latch	U.S.	78/616,178 04/25/2005	3,455,267 06/24/2008	Renewal due 06/24/2018
Fit For Duty	U.S.	77/183,478 05/17/2007	3,521,584 10/21/2008	Renewal due 10/21/2018
Paraclete	U.S.	76/311,862 09/12/2001	2,746,101 08/05/2003	Renewal due 08/05/2023
Proven Under Fire	U.S.	85/635,891 05/25/2012	4366937 07/16/2013	Renewal due 07/16/2023
Templar	U.S.	77/893,740 12/15/2009	3,824,695 07/27/2010	Renewal due 07/27/2020
Alpha Elite	U.S.	86059426 9/9/2013	Pending	
Flex Aid	U.S.	77896838 12/18/2009	3824920 07/27/2010	Renewal due 07/27/2020
INTERCEPTOR	U.S.	76/419089 6/10/2002	2866014 7/27/2004	Renewal due 7/24/2014
POINT BLANK	U.S.	75/679417 4/12/1999	2403512 11/14/2000	Renewal due 11/14/2020
POINT BLANK BODY ARMOR INC. and Design 	U.S.	78/342148 12/17/2003	2922997 2/1/2005	Renewal due 2/1/2015
S.P.I.D.E.R.	U.S.	76/483482 1/21/2003	2852809 6/15/2004	Renewal due 6/15/2024
THE ROUND STOPS HERE	U.S.	77/978576 10/9/2007	3776242 4/13/2010	6-year Affidavit of Use due 4/13/2016 Renewal due 4/13/2020
VISION	U.S.	78/696584 8/19/2005	3266155 7/17/2007	6-year Affidavit of Use due 7/17/2013 Renewal due 7/17/2017

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Expiration Date
WEAR IT FOR LIFE	U.S.	77/976224 5/2/2007	3594896 5/2/2007	6-year Affidavit of Use due 5/2/2013 Renewal due 5/2/2017

NY\6678199.6

RECORDED: 12/29/2014

TRADEMARK
REEL: 005431 FRAME: 0233