TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM342927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at r/f 5431/0224

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SJC DLF II-G, LLC, as Agent		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Point Blank Enterprises, Inc.		
Street Address:	2102 SW 2nd Street		
City:	Pompano		
State/Country:	FLORIDA		
Postal Code:	33069		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark		
Registration Number:	4366937	PROVEN UNDER FIRE		
Registration Number:	3824920	FLEX AID		
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		
Serial Number:	86059426	ALPHA ELITE		

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061200

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

> TRADEMARK REEL: 005526 FRAME: 0761

900326167

Address Line 4: New	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	055048-0003		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	06/01/2015		

Total Attachments: 5

source=Point Blank - SJC Trademark Release (2014 PBE) RF 5431-0224#page1.tif source=Point Blank - SJC Trademark Release (2014 PBE) RF 5431-0224#page2.tif source=Point Blank - SJC Trademark Release (2014 PBE) RF 5431-0224#page3.tif source=Point Blank - SJC Trademark Release (2014 PBE) RF 5431-0224#page4.tif source=Point Blank - SJC Trademark Release (2014 PBE) RF 5431-0224#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of May 29, 2015 by SJC DLF II-G, LLC, in its capacity as Agent, in favor of POINT BLANK ENTERPRISES, INC., a Delaware corporation (together with its successors and assigns, the "Debtor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement (as defined below).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 17, 2014, (as amended, amended and restated, extended, renewed, replaced, refinanced or otherwise modified from time to time, the "Loan Agreement"), by and among Agent, the Lenders from time to time party thereto, the Debtors and certain of their affiliates, pursuant to which the Debtors executed and delivered to the Agent that certain Trademark Security Agreement, dated as of December 17, 2014 (as amended, amended and restated, extended, renewed, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 29, 2014 at reel/frame number 5431/0224;

WHEREAS, pursuant to the terms and conditions of the Loan Agreement and the Trademark Security Agreement, the Debtors granted to the Agent, for the benefit of the Secured Parties a continuing security interest in and a general lien upon the Collateral (as defined below);

WHEREAS, the Agent desires to terminate and release the security interest in the Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, releases and forever discharges any and all liens, security interests, right, title and interest in the following (being collectively referred to 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

NY\7092972.1 055048-0003

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.

The termination, release and discharge contemplated herein is made without any recourse to the undersigned (whether as Agent, in any other agent capacity or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent, in any other agent capacity or in its personal capacity).

[Signature Page to Follow]

NY\7092972.1 055048-0003

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

SJC DLF II-G, LLC, as Agent

Title:

[Signature Page - PBE Trademark Release]

SCHEDULE I

<u>TO</u>

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Mark	Jurisdicti on	Serial No./ Filing Date	Reg. No./ Reg. Date	Expiration Date
Proven Under Fire	U.S.	85/635,891 05/25/2012	4366937 07/16/2013	Renewal due 07/16/2023
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

NY\7092972.1 055048-0003

Mark	Jurisdicti on		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\7092972.1 055048-0003

RECORDED: 06/01/2015