

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348332

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CENTRAL LAKE ARMOR EXPRESS, INC.		07/09/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	SBJ FUND, LP		
Street Address:	1350 TREAT BOULEVARD, SUITE 400		
City:	WALNUT CREEK		
State/Country:	CALIFORNIA		
Postal Code:	94597		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	BULLETPROOF INVESTMENTS LLC		
Street Address:	13919 S. WEST BAY SHORE DRIVE, SUITE G01		
City:	TRAVERSE CITY		
State/Country:	MICHIGAN		
Postal Code:	49684		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
Name:	ARMOR EXPRESS DEBT CO-INVEST LP		
Street Address:	1350 TREAT BOULEVARD, SUITE 400		
City:	WALNUT CREEK		
State/Country:	CALIFORNIA		
Postal Code:	94597		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	UNITED INSURANCE COMPANY OF AMERICA		
Street Address:	ONE EAST WACKER DRIVE, 9TH FL		
Internal Address:	C/O KEMPER COPRORATION		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: ILLINOIS		
Name:	MATTHEW DAVIS		
Street Address:	8223 WALLEN LANE		

OP \$665.00 86437985

City:	RAPID CITY
State/Country:	MICHIGAN
Postal Code:	49676
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	86437985	RAVEN
Serial Number:	86427094	ARMOR EXPRESS
Registration Number:	4574367	HALO
Registration Number:	4262440	VORTEX
Registration Number:	4354748	RAZOR
Registration Number:	3679526	EQUINOX
Registration Number:	3630175	ARA-SHOCK
Registration Number:	3576122	QUANTUM
Registration Number:	3576121	GEMINI
Registration Number:	3576120	TAURUS
Registration Number:	3576119	TRITON
Registration Number:	3576118	RECON
Registration Number:	3576117	RESPONDER
Registration Number:	3576115	BULLDOG
Registration Number:	3576114	WOLVERINE
Registration Number:	3576113	LIGHTHAWK
Registration Number:	3576111	LO-PRO
Registration Number:	3576110	SERAPH
Registration Number:	3594447	T-SHOCK
Registration Number:	3888011	ARIES
Registration Number:	3955554	REVOLUTION
Registration Number:	3580411	TROJAN
Registration Number:	3688244	BRI
Registration Number:	3576116	GAZELLE
Registration Number:	3576112	EZMESH
Registration Number:	3688189	BLACK-JAC

CORRESPONDENCE DATA

Fax Number: 2149326499

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: 214-932-6400

Email: sshernandez@mcguirewoods.com

Correspondent Name: NAM H. HUYNH
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER: 2069161-0002

NAME OF SUBMITTER: Nam H. Huynh

SIGNATURE: /Nam H. Huynh/

DATE SIGNED: 07/16/2015

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made this 9th day of July, 2015, between Central Lake Armor Express, Inc., a Michigan corporation, having a place of business at 7915 Cameron Street, Central Lake, Michigan 49622 ("Grantor") and SBJ Fund, LP, a Delaware limited partnership ("SBJ"), Bulletproof Investments LLC, a Michigan limited liability company ("Bulletproof"), Armor Express Debt Co-Invest LP, a Delaware limited partnership ("Co-Invest"), United Insurance Company of America ("United"), and Matthew Davis, an individual ("Davis", and together with SBJ, Bulletproof, Co-Invest, and United, collectively, "Lender").

WHEREAS, Grantor owns the Trademarks, Trademark Applications, Patents and Patent Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender have entered into that certain Note Purchase and Royalty Agreement dated as of July 9, 2015 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Note Purchase Agreement");

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 9, 2015 between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all of its trademarks and patents owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, or interest in or to, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks, Trademark Applications, Patents and Patent Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Note Purchase Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of New York as in effect from time to time.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this INTELLECTUAL PROPERTY ASSIGNMENT to be duly executed and delivered as of the date first above written.

CENTRAL LAKE ARMOR EXPRESS, INC.

By: [Signature]
Name: Matthew Davis
Title: CEO

STATE OF Michigan)
COUNTY OF Antrim)

BEFORE ME, the undersigned authority, on this day personally appeared Matthew Davis, CEO of Central Lake Armor Express, a Michigan Cooperation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Intellectual Property Assignment.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 9th day of July, 2015.

[Signature]
Notary Public
My Commission Expires:

Notarial Seal: MICHELLE LASZLO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF ANTRIM
My Commission Expires October 14, 2018
Acting in the County of Antrim

SCHEDULE A

PUBLISHED/PATENT APPLICATION(S)

SERIAL NO.	FILING DATE	PUBL. NO.	PUBL. DATE	PATENT NO.	ISSUE DATE	APPLICANT
13/644,397	10/04/2012	2013/0086775	04/11/2013			Assigned to Central Lake Armor Express by inventor
13/644,441	10/04/2012	2013/0086772	04/11/2013			Assigned to Central Lake Armor Express by inventor

TRADEMARK APPLICATION(S)

WORD MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	OWNER (APPLICANT)
RAVEN	86/437,985	10/29/2014			Central Lake Armor Express, Inc.
ARMOR EXPRESS	86/427,094	10/17/2014			Central Lake Armor Express, Inc.
HALO	85/894,813	04/04/2013	4574367	07/29/2014	Central Lake Armor Express, Inc.
VORTEX	85/479,034	11/22/2011	4262440	12/18/2012	Central Lake Armor Express, Inc.
RAZOR	85/454,438	10/24/2011	4354748	06/18/2013	Central Lake Armor Express, Inc.
EQUINOX	77/677,704	02/25/2009	3679526	09/08/2009	Central Lake Armor Express, Inc.
ARA-SHOCK	77/541,495	08/07/2008	3630175	06/02/2009	Central Lake Armor Express, Inc.
QUANTUM	77/541,541	08/07/2008	3576122	02/17/2009	Central Lake Armor Express, Inc.
GEMINI	77/541,531	08/07/2008	3576121	02/17/2009	Central Lake Armor Express, Inc.

TAURUS	77/541,522	08/07/2008	3576120	02/17/2009	Central Lake Armor Express, Inc.
TRITON	77/541,472	08/07/2008	3576119	02/17/2009	Central Lake Armor Express, Inc.
RECON	77/541,448	08/07/2008	3576118	02/17/2009	Central Lake Armor Express, Inc.
RESPONDER	77/541,442	08/07/2008	3576117	02/17/2009	Central Lake Armor Express, Inc.
BULLDOG	77/541,425	08/07/2008	3576115	02/17/2009	Central Lake Armor Express, Inc.
WOLVERINE	77/541,416	08/07/2008	3576114	02/17/2009	Central Lake Armor Express, Inc.
LIGHTHAWK	77/541,409	08/07/2008	3576113	02/17/2009	Central Lake Armor Express, Inc.
LO-PRO	77/541,387	0807/2008	3576111	02/17/2009	Central Lake Armor Express, Inc.
SERAPH	77/541,350	08/07/2008	3576110	02/17/2009	Central Lake Armor Express, Inc.
T-SHOCK	77/541,509	08/07/2008	3594447	03/24/2009	Central Lake Armor Express, Inc.
ARIES	77/955,407	03/10/2010	3888011	12/07/2010	Central Lake Armor Express, Inc.
REVOLUTION	77/888,285	12/08/2009	3955554	05/03/2011	Central Lake Armor Express, Inc.
TROJAN	77/541,479	08/07/2008	3580411	02/24/2009	Central Lake Armor Express, Inc.
BRI	77/541,464	08/07/2008	3688244	09/29/2009	Central Lake Armor Express, Inc.
GAZELLE	77/541,436	08/07/2008	3576116	02/17/2009	Central Lake Armor Express, Inc.
EZMESH	77/541,399	08/07/2008	3576112	02/17/2009	Central Lake Armor Express, Inc.
BLACK-JAC	77/516,841	07/08/2008	3688189	09/29/2009	Central Lake Armor Express, Inc.