

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Action Target, Inc		12/23/2015	CORPORATION: DELAWARE
Law Enforcement Targets, Inc.		12/23/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Zions First National Bank		
Street Address:	One South Main Street, suite 300		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4708433	BETTER EQUIPPED BETTER PREPARED	
Registration Number:	4720383	BETTER EQUIPPED BETTER PREPARED	
Serial Number:	86599412	MANCOM	
Serial Number:	86364468	DEFENDER	
Serial Number:	86192257	ACTION TARGET MILITARY STRONG	
Serial Number:	86192252	ACTION TARGET MILITARY STRONG	
Serial Number:	86192245	ACTION TARGET MILITARY STRONG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8017995785		
Email:	klanderson@hollandhart.com		
Correspondent Name:	Ken R. Logsdon		
Address Line 1:	P.O. Box 11583		
Address Line 4:	Salt Lake City, UTAH 84110		
ATTORNEY DOCKET NUMBER:	17173.0148		
NAME OF SUBMITTER:	Ken R. Logsdon		

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SIGNATURE:	/Ken R. Logsdon/
DATE SIGNED:	12/28/2015
Total Attachments: 9 source=Zions - Action Target - Trademark Security Agreement#page1.tif source=Zions - Action Target - Trademark Security Agreement#page2.tif source=Zions - Action Target - Trademark Security Agreement#page3.tif source=Zions - Action Target - Trademark Security Agreement#page4.tif source=Zions - Action Target - Trademark Security Agreement#page5.tif source=Zions - Action Target - Trademark Security Agreement#page6.tif source=Zions - Action Target - Trademark Security Agreement#page7.tif source=Zions - Action Target - Trademark Security Agreement#page8.tif source=Zions - Action Target - Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") is made and entered into as of December 23, 2015 (the "Effective Date") by and among Action Target Inc., a Delaware corporation, and Law Enforcement Targets, Inc., a Minnesota corporation (individually and collectively, as the context requires, the "Debtor"), and Zions First National Bank, a national banking association, in its capacity as administrative and collateral agent (the "Secured Party") for the lenders party from time to time (the "Lenders") to that certain Second Amended and Restated Credit Agreement dated as of the Effective Date, by and among the Debtor, the other Loan Parties thereto, the Lenders, and the Secured Party (the "Credit Agreement"), pursuant to a Security Agreement dated as of May 14, 2008 among Debtor and Secured Party (as amended or modified from time to time, the "Security Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the Uniform Commercial Code which are used herein shall have the meanings set forth in the Uniform Commercial Code, except as expressly defined otherwise. As used herein, the term:

"Collateral" has the meaning set forth in Section 2.

"USPTO" means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations (as defined in the Credit Agreement), Debtor hereby grants to Secured Party, for the benefit of the Lenders, a security interest in and to all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state, federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to use in commerce and the filing under applicable law of a verified statement of use in commerce or amendment to allege use (or the equivalent) in commerce for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage

thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered, whether rights are held by statute or at common law, and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all extensions and renewals thereof;

(ii) to extent that any trademark applications are excluded from this granting of a security interest under Section 2(a)(i), Debtor hereby agrees that the assignment of a security interest of the trademark rights and the goodwill embodied within those applications shall vest to Secured Party upon Debtor's use of the trademark, service mark or other mark in commerce and filing and acceptance of a verified statement of use in commerce or amendment to allege use in commerce with and by the USPTO;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the trademark registrations and trademark applications owned by Debtor, in whole or in part, is set forth in Schedule A.

5. Further Acts.

(a) On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state or foreign office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest

in the Collateral with the USPTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Debtor shall promptly notify Secured Party in a writing signed by Debtor of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

(b) Debtor will use commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of Secured Party of any license held by Debtor with respect to the Collateral other than in respect of licenses for standard items used in the ordinary course of business (including licenses to use basic computer software packages) and to enforce the security interests granted hereunder.

(c) Debtor shall notify Secured Party immediately if Debtor knows or has reason to know that any application or registration relating to any material trademark (now or hereafter existing) owned by Debtor may become abandoned or dedicated, or of any adverse determination or material adverse development (including the institution of, or any such determination or development in, any proceeding in the USPTO or any court) regarding Debtor's ownership of any such trademark, its right to register the same, or to keep and maintain the same.

(d) To the extent Debtor, either directly or through any agent, employee, licensee or designee, intends to file an application for the registration of any trademark with the USPTO or any similar office or agency, Debtor shall give Secured Party prompt written notice thereof, and, upon request of Secured Party, Debtor shall execute and deliver any and all security agreements as Secured Party may reasonably request to evidence Secured Party's first priority security interest on such trademark, and the general intangibles of Debtor relating thereto or represented thereby.

(e) Debtor shall take all actions necessary it reasonably deems prudent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its trademarks (now or hereafter existing), including the filing of responses to office actions and filings of applications for renewal, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings.

(f) Debtor shall, unless Debtor shall reasonably determine that such trademark is not material to the conduct of its business or operations, promptly take reasonable measures to enforce such trademark against the infringement, misappropriation or dilution thereof. Such an obligation shall allow Debtor a reasonable time to pursue settlement, licensing, or other similar resolution. Absent a resolution within a reasonable amount of time, Debtor shall sue to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as it reasonably deems prudent under the circumstances to protect such trademark.

(g) In the event that Debtor acquires a commercial tort claim (as such term is defined in the UCC) because any of its trademark constituting Collateral is infringed upon, or misappropriated or diluted by a third party, Debtor shall promptly notify Secured Party of such commercial tort claim, which notice shall, unless otherwise consented to by Secured Party, (y) set forth in reasonable detail the basis for and nature of such commercial tort claim, and (z) include the express grant by such Debtor to Secured Party of a security interest in such commercial tort

claim and the proceeds thereof. In the event that such notice does not include such grant of a security interest, the sending thereof by such Debtor to Secured Party shall be deemed to constitute such grant to Secured Party. Upon the sending of such notice, any commercial tort claim described therein shall constitute part of the Collateral and shall be deemed included herein. Debtor shall not, without Secured Party's written consent, make any material settlement or compromise of any such commercial tort claim.

6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights identified by Debtor as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall

promptly execute and deliver to Debtor such documents, releases and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO.

12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Debtor

Action Target Inc.

By: 

Name: Shayne Gibbons

Title: Vice President and

Chief Financial Officer

Law Enforcement Targets. Inc.

By: 

Name: Shayne Gibbons

Title: Vice President and

Chief Financial Officer

Secured Party

Zions First National Bank

By: _____

Name: Matt A. Johnson

Title: Vice President

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Debtor

Action Target Inc.

By: _____

Name: Shayne Gibbons

Title: Vice President and

Chief Financial Officer

Law Enforcement Targets. Inc.

By: _____

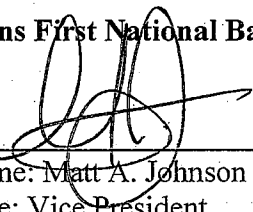
Name: Shayne Gibbons

Title: Vice President and

Chief Financial Officer

Secured Party

Zions First National Bank

By:  _____

Name: Matt A. Johnson

Title: Vice President

SCHEDULE A

TO TRADEMARK SECURITY AGREEMENT

Debtor: Action Target Inc., a Delaware corporation
 Law Enforcement Targets, Inc., a Minnesota corporation

Secured Party: Zions First National Bank, a national banking association, in its capacity as administrative and collateral agent for the lenders party from time to time to that certain Second Amended and Restated Credit Agreement dated as of the Effective Date

Trademark Registrations

Trademark	Country	Registration No.	Registration Date	Owner
<u>BETTER EQUIPPED BETTER PREPARED</u> BETTER EQUIPPED BETTER PREPARED	U.S.	4708433	3/24/2015	Action Target Inc.
<u>BETTER EQUIPPED BETTER PREPARED</u> BETTER EQUIPPED BETTER PREPARED	U.S.	4720383	4/14/2015	Action Target Inc.

Trademark Applications

Trademark	Country	Application No.	Application Date	Owner
<u>MANCOM</u> MANCOM	U.S.	86599412	9/15/2015	Action Target Inc.
DEFENDER	U.S.	86364468	August 12, 2014	Action Target Inc.
ACTION TARGET MILITARY STRONG	U.S.	86192257	February 12, 2014	Action Target Inc.
ACTION TARGET MILITARY STRONG	U.S.	86192252	February 12, 2014	Action Target Inc.
ACTION TARGET MILITARY STRONG	U.S.	86192245	February 12, 2014	Action Target Inc.