

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARMORWORKS ENTERPRISES, INC.		06/30/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	THE PRIVATEBANK AND TRUST COMPANY		
Street Address:	120 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	BANK: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4541880	A-FLEX	
Registration Number:	3977480		
Registration Number:	3917050	SHOCKRIDE	
Registration Number:	3951452	PROTECTION IS OUR PASSION	
Registration Number:	4084187	ARMORFORGE	
Registration Number:	3841886	SHOCKRIDE	
Registration Number:	3962009	ARMOR UP	
Registration Number:	3833097	ARMORWORKS	
Registration Number:	3881757		
Registration Number:	3348499	TECHFIBER	
Registration Number:	3363527	TECHFIBER	
Serial Number:	87177546		
Serial Number:	86774005	ARMORWORKS	
Serial Number:	86773935	A	
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>			

CH \$365.00 4541880

Phone: 312-577-8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339038-00098

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 09/12/2017

Total Attachments: 17

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PATENT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of June 30, 2017 by ARMORWORKS ENTERPRISES, INC., an Arizona corporation ("Grantor") in favor of THE PRIVATEBANK AND TRUST COMPANY ("Lender").

WITNESSETH:

WHEREAS, Grantor, ShockRide, LLC, Mandall BarrierWorks LLC and Lender have entered into that certain Loan and Security Agreement dated as of June 30, 2017 (as amended, modified or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, it is a condition to any extensions of credit to or for the benefit of Borrowers under the Loan Agreement that, among other things, Grantor execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Loan Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of Grantor's Obligations to Lender, Grantor hereby grants and reaffirms its prior grant to Lender of a security interest in and to all of Grantor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those United States registrations and applications for registration of patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all of Grantor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, whether Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule B attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent Licenses");

(iii) except for trademarks currently in the process of being abandoned by Grantor and set forth in Schedule X, all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the United States registrations and applications for registration of trademarks listed on Schedule C attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Grantor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(iv) all Grantor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent, Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(v) the goodwill of Grantor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Grantor agrees and covenants that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor will not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement outside the ordinary course of Grantor's business, which is inconsistent with Grantor's obligations under this Agreement, and Grantor further agrees and covenants that without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Except to the extent expressly permitted by the Loan Agreement, Grantor agrees and covenants not to sell or assign

its interest in, or, other than in the ordinary course of Grantor's business, grant any license under, the Patents, Marks or Licenses, without receiving the prior written consent of Lender thereto.

4. Certain Covenants, Representations and Warranties of Grantor. Grantor covenants, represents and warrants (to the best of Grantor's knowledge with respect to any Patents and Marks which are licensed by third parties to Grantor) that: (i) the Patents, Marks and Licenses set forth in the Schedules hereto are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way that could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; (ii) except as otherwise expressly permitted under the Loan Agreement, none of the material Patents, Marks or Licenses set forth in the Schedules hereto have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks and Licenses is valid and enforceable (except to the extent the failure to be valid or enforceable could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect) and Grantor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks or Licenses set forth in the Schedules hereto which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks or Licenses; (iv) to the best of Grantor's knowledge, no claim has been made that the use of any of the material Patents, Marks or Licenses constitutes an infringement; (v) Grantor owns the entire right, title and interest in and to each of the Patents and Marks set forth in the Schedules hereto (other than those being licensed to Grantor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents and Marks described therein (except to the extent the failure to be valid or subsisting could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect), free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Grantor, in each case except for (A) rights granted by Grantor pursuant to the applicable Licenses, and (B) Liens permitted by the Loan Agreement; (vi) the Patents and Marks listed on Schedules A and C constitute all United States registrations and applications for registration of Patents and Marks in which Grantor has any right, title or interest; (vii) Grantor has the unqualified right to enter into this Agreement and perform its terms; (viii) Grantor will use proper statutory notice in connection with its use of the Patents and Marks (except as to any thereof which is no longer material to Grantor's business); and (ix) Grantor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks and Licenses. If, before the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Grantor shall give to Lender

written notice thereof within ten (10) days of such occurrence. Grantor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents and Marks on Schedule A, B or C, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of Grantor or rights of Lender hereunder.

6. Royalties; Terms. Grantor hereby agrees that the security interest of Lender in all Patents, Marks and Licenses as described above shall be worldwide (or in the case of the Patents and Marks licensed to Grantor such smaller geographic location if any is specified for Grantor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to Grantor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Loan Agreement.

7. Termination of Grantor's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of Grantor and at Grantor's expense, execute and deliver to Grantor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

8. Duties of Grantor. Except to the extent the same is no longer material to Grantor's business, Grantor shall have the duty (i) to prosecute diligently any application with respect to Patents and Marks, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks and service marks, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, and in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Grantor. Except to the extent the same is no longer material to Grantor's business or except to the extent expressly permitted by the Loan Agreement, Grantor shall not abandon any pending patent application, trademark application, service mark application, patent, trademark, or service mark without the written consent of Lender.

9. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by

Lender in aid of such enforcement, and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

13. Further Assurances. Grantor shall execute and deliver to Lender, at any time or times hereafter at the reasonable request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto). Grantor shall take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may reasonably request, to evidence Lender's interest in the Patents, Marks and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Patents, Marks and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby constitutes and appoints Lender as Grantor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, subject to the terms and conditions of the Loan Agreement, to (i) endorse Grantor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks and Licenses, (ii) take any other actions with respect to the Patents, Marks and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents or Marks to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks or Licenses to any Person. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the

Loan Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks or Licenses may be enforced. Grantor hereby releases Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Lender under the powers of attorney granted herein.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its respective successors and assigns and shall inure to the benefit of Lender and its successors and assigns.


16. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE INTERNAL LAWS, AND NOT THE CONFLICTS OF LAW PROVISIONS, OF THE STATE OF ILLINOIS.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, License and Trademark Security Agreement as of the date first above written.

ARMORWORKS ENTERPRISES, INC.

By: 
Name: BRAD PEDERSEN
Title: CEO

The undersigned accepts and agrees to the foregoing Patent, License and Trademark Security Agreement as of the date first written above.

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

[signature page to Patent, License and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, License and Trademark Security Agreement as of the date first above written.

ARMORWORKS ENTERPRISES, INC.

By: _____
Name:
Title:

The undersigned accepts and agrees to the foregoing Patent, License and Trademark Security Agreement as of the date first written above.

**THE PRIVATEBANK AND TRUST
COMPANY**

By: T. Bernier
Name: Todd Bernier
Title: Managing Director

[signature page to Patent, License and Trademark Security Agreement]

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TRADEMARK
REEL: 006152 FRAME: 0827

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

REGISTERED PATENTS

No.	Description	Application No.	Application Date	Registration / Patent No.	Registration / Patent Date	Owner / Applicant
1.	Detachable armor hold down	14291702	5/30/14	9482491	11/1/16	ArmorWorks Enterprises LLC
2.	Armor composite with expandable energy absorbing layer	14282794	5/20/14	9335129	5/10/16	ArmorWorks Enterprises, LLC
3.	Convertible fighting vehicle	14174340	2/6/14	9283882	3/15/16	ArmorWorks Enterprises, LLC
4.	Spring assisted energy attenuating seating system	14510922	10/9/14	9221361	12/29/15	ArmorWorks Enterprises LLC
5.	Convertible ballistic shield	13863620	4/16/13	9200875	12/1/15	ArmorWorks Enterprises, LLC
6.	Ballistic armor assembly for vehicle-mounted explosive carrier	12806374	8/11/10	9194661	11/24/15	ArmorWorks Enterprises, LLC
7.	System for attaching accessories to tactical gear	13756792	2/1/13	9144255	9/29/15	ArmorWorks Enterprises, LLC
8.	Energy attenuating seat and seat extension	14287690	5/27/14	9132753	9/15/15	ArmorWorks Enterprises LLC
9.	Ballistic laminate structure, and method for manufacturing a ballistic laminate structure	13065559	3/24/11	9046326	6/2/15	ArmorWorks Enterprises, LLC
10.	Composite seat cushion	13407908	2/29/12	8990985	3/31/15	ArmorWorks Enterprises, LLC
11.	Strut with adaptive energy attenuation	13676751	11/14/12	8991569	3/31/15	ArmorWorks Enterprises, LLC
12.	Automated tile placement machine	13737203	1/9/13	8892244	11/18/14	ArmorWorks Enterprises, LLC
13.	Vehicle seat with multi-axis energy attenuation	14223528	3/24/14	8888161	11/18/14	ArmorWorks Enterprises LLC
14.	Tube-expansion energy attenuating system	13778779	2/27/13	8888179	11/18/14	ArmorWorks Enterprises, LLC

No.	Description	Application No.	Application Date	Registration / Patent No.	Registration / Patent Date	Owner / Applicant
15.	Actively variable shock absorbing strut and system	13091854	4/21/11	8886402	11/11/14	ArmorWorks Enterprises, LLC
16.	Multi-axis energy attenuating mount	13567946	8/6/12	8876094	11/4/14	ArmorWorks Enterprises, LLC
17.	Lightweight impact absorbing armor panel	13172754	6/29/11	8863634	10/21/14	ArmorWorks Enterprises, LLC
18.	Ballistic helmet and fabrication method	13595639	8/27/12	8850612	10/7/14	ArmorWorks Enterprises, LLC
19.	Three-dimensional camouflage surface	13019367	2/2/11	8846179	9/30/14	ArmorWorks Enterprises, LLC
20.	Energy attenuating seat and litter support	13750327	1/25/13	8840163	9/23/14	ArmorWorks Enterprises, LLC
21.	Vehicle seat with multi-axis energy attenuation	13187701	7/21/11	8678465	3/25/14	ArmorWorks Enterprises, LLC
22.	Ballistic floor blanket	12799197	4/20/10	8656822	2/25/14	ArmorWorks Enterprises, LLC
23.	Side mounted energy attenuating vehicle seat	13274559	10/17/11	8550553	10/8/13	ArmorWorks Enterprises, LLC
24.	Movable seatbelt support	12965021	12/10/10	8419127	4/16/13	ArmorWorks Enterprises, LLC
25.	Convertible ballistic shield	12799199	4/20/10	8418595	4/16/13	ArmorWorks Enterprises, LLC
26.	Mobile crew restraint and seating system	13042630	3/8/11	8414026	4/9/13	ArmorWorks Enterprises, LLC
27.	Vehicle seat assembly with occupant pack support	12806373	8/11/10	8403410	3/26/13	ArmorWorks Enterprises, LLC
28.	High security blast door lock and seal	13007339	1/14/11	8336260	12/25/12	ArmorWorks Enterprises, LLC
29.	Multi-range camouflage design and method	13108765	5/16/11	8307748	11/13/12	ArmorWorks Enterprises, LLC
30.	Textile sewing machine with arcuate article-supporting machine bed	12799198	4/20/10	8267022	9/18/12	ArmorWorks Enterprises, LLC
31.	Blast resistant armor mounting hardware	12854054	8/10/10	8267003	9/18/12	ArmorWorks Enterprises, LLC

No.	Description	Application No.	Application Date	Registration / Patent No.	Registration / Patent Date	Owner / Applicant
32.	Armor hold-down assembly	12762046	4/16/10	8251410	8/28/12	ArmorWorks Enterprises, LLC
33.	Expandable ballistic containment bag	12660186	2/22/10	8186505	5/29/12	ArmorWorks Enterprises, LLC
34.	Energy attenuating link	29386211	2/25/11	D657312	4/10/12	ArmorWorks Enterprises, LLC
35.	Hard armor composite	12925576	10/25/10	8065947	11/29/11	ArmorWorks Enterprises, LLC
36.	Variable displacement seating assembly	12384061	3/31/09	7938485	5/10/11	ArmorWorks Enterprises, LLC
37.	NON-CERAMIC HARD ARMOR COMPOSITE	12657640	1/25/10	7845265	12/7/10	ArmorWorks Enterprises, LLC
38.	Hard armor composite	12456746	6/22/09	7827898	11/9/10	ArmorWorks Enterprises, LLC
39.	Tie-down base plate	29314693	4/20/09	D623500	9/14/10	ArmorWorks Enterprises, LLC
40.	Hard armor composite	11259878	10/27/05	7549366	6/23/09	ArmorWorks Enterprises, LLC
41.	Ballistic laminate structure in sheet form	10796662	3/8/04	7148162	12/12/06	ArmorWorks Enterprises, LLC
42.	Lightweight soft body-armor product	10730304	12/8/03	7010811	3/14/06	ArmorWorks Enterprises, LLC
43.	Lightweight soft body-armor product	09941439	8/28/01	6651543	11/25/03	ArmorWorks Enterprises, LLC
44.	CERAMIC ARMOR APPARATUS FOR MULTIPLE BULLET PROTECTION	09503494	2/14/00	6408733	6/25/02	ArmorWorks Enterprises, LLC
45.	ATHLETIC GUARD INCLUDING ENERGY ABSORBING LAMINATE STRUCTURE	09014540	1/28/98	5952078	9/14/99	ArmorWorks Enterprises, LLC
46.	BALLISTIC LAMINATE STRUCTURE IN SHEET FORM	08850593	5/2/97	5935678	8/10/99	ArmorWorks Enterprises, LLC

PENDING PATENT APPLICATIONS

No.	Description	Application No.	Application Date	Owner/Applicant
1.	BALLISTIC HARD ARMOR ASSEMBLY WITH STITCHED FABRIC BACKING	15/218,782	07/25/2016	ArmorWorks Enterprises, LLC
2.	LATTICE REINFORCED ARMOR ARRAY	13/896,699	05/17/2013	ArmorWorks Enterprises, LLC
3.	Energy Attenuating Sling Seat	13/785,300	03/05/2013	ArmorWorks Enterprises, LLC
4.	ELECTRIC POWER GENERATING TEXTILE	13/050,036	03/17/2011	ArmorWorks Enterprises, LLC
5.	INTEGRATED BODY ARMOR ASSEMBLY AND METHOD	12/800,855	05/24/2010	ArmorWorks Enterprises, LLC
6.	BALLISTIC ARMOR BODY PAD	13/066,872	04/27/2011	ArmorWorks Enterprises, LLC
7.	A BLAST ATTENUATOR	15/103,238	06/09/2016	ArmorWorks Enterprises, LLC


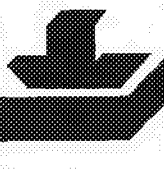
SCHEDULE B
PATENT LICENSES

- a. Patent License, dated August 1, 2016, by and between ArmorWorks, Inc. and the U.S. Government as represented by the Secretary of Army.
- b. Patent License Agreement, effective April 27, 2015, by and between Adams Rite Aerospace, Inc. and ArmorWorks Enterprises, LLC.
- c. Intellectual Property License Agreement (PV IP) by and between ArmorWorks Enterprises, LLC and TechFiber LLC (Licensee) and Tyr Tactical, LLC (Licensor).




SCHEDULE C

TRADEMARKS, TRADEMARK APPLICATIONS AND SERVICE MARKS

REGISTERED TRADEMARKS

No.	Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	1(a) / 1(b)	Owner/ Applicant
1.	A-FLEX	85894888	4/4/13	4541880	6/3/14	Registered	1(a)	Armor Works Enterprises, LLC
2.		85164809	10/29/10	3977480	6/14/11	Registered	1(a)	Armor Works Enterprises, LLC
3.	SHOCKRIDE	85073045	6/28/10	3917050	2/8/11	Registered	1(a)	Armor Works Enterprises, LLC
4.	PROTECTION IS OUR PASSION	77747285	5/29/09	3951452	4/26/11	Registered	1(a)	Armor Works Enterprises, LLC
5.	ARMORFORGE	77428338	3/21/08	4084187	1/10/12	Registered	1(a)	Armor Works Enterprises, LLC
6.	SHOCKRIDE	77153312	4/10/07	3841886	8/31/10	Registered	1(a)	Armor Works Enterprises, LLC
7.	ARMOR UP	77043929	11/14/06	3962009	5/17/11	Registered	1(a)	Armor Works Enterprises, LLC
8.	ARMORWORKS	78858943	4/11/06	3833097	8/10/10	Registered	1(a)	Armor Works Enterprises, LLC
9.		78858972	4/11/06	3881757	11/23/10	Registered	1(a)	Armor Works Enterprises, LLC

PENDING TRADEMARKS


No.	Mark	Application No.	Application Date	Status of Mark	1(a) / 1(b)	Owner/ Applicant
1.		87177546	9/20/16	Notice of Allowance Issued	1(b)	ArmorWorks Enterprises LLC
2.		86774005	9/30/15	Published	1(b)	ArmorWorks Enterprises, LLC
3.		86773935	9/30/15	Published	1(b)	ArmorWorks Enterprises, LLC

SCHEDULE D

TRADEMARK LICENSES

- a. Intellectual Property License Agreement by and between ArmorWorks Enterprises, LLC and TechFiber LLC and Tyr Tactical, LLC.

SCHEDULE X

No.	Mark	Application No.	Application Date	Registration No.	Registration Date	Status (as on Execution Date)	Owner as provided in USPTO records
1.		78934982	7/21/06	3348499	12/4/07	Registered	TechFiber, LLC
2.	TECHFIBER	78814776	2/14/06	3363527	1/1/08	Registered	TechFiber, LLC

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