

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TENCATE ADVANCED ARMOR USA, INC.		06/17/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited, as Security Agent		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC4M7Ju		
Entity Type:	Corporation: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4573363	CRATUS	
Registration Number:	5731570	ABDS	
Registration Number:	4611150	SENTINEL X	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	48251 / 005		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	06/17/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2021, is made by each of the entities listed on the signature pages hereof (the “Grantor”), in favor of GLAS Trust Corporation Limited, a company incorporated under the laws of England and Wales with registration number 07927175, as Security Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Security Agent”).

Introductory Statement

WHEREAS, pursuant to the Term and Revolving Facilities Agreement, dated as of November 2, 2020 (amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Facilities Agreement”) among (i) PROTEGO MIDCO II B.V., a private company with limited liability incorporated under the law of the Netherlands with company number 80728707 (the “Parent”), (ii) PROTEGO BIDCO B.V., a private company with limited liability incorporated under the law of the Netherlands with company number 80732313 (the “Original Borrower”), (iii) the Subsidiaries of the Parent listed in Part 1 of Schedule 1 (*The Original Parties*) as original guarantors (together with the Parent, the “Original Guarantors”), (iv) BARING ASSET MANAGEMENT LIMITED as mandated lead arranger (the “Arranger”), (v) the financial institutions listed in Part 1 of Schedule 1 (*The Original Parties*) thereto, as lenders (the “Original Lenders”), (vi) GLOBAL LOAN AGENCY SERVICES LIMITED, a company incorporated in England and Wales with company number 08318601, as agent of the other Finance Parties (the “Agent”), and (vii) GLAS TRUST CORPORATION LIMITED, a company incorporated under the laws of England and Wales with company number 07927175, as security trustee for the Secured Parties (“Security Agent” and, together with the “Agent” collectively, the “Agents”), the Lenders have agreed to make Loans to the Borrowers upon and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, the Grantor is party to a US Pledge and Security Agreement, dated as of June 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Pledge and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, each Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties, a Security on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security and security interests granted to the Security Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent and the obligations of each Grantor with respect to the Securities and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 6. WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 7.17 OF THE PLEDGE AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN. Section 7. Miscellaneous. The terms and provisions of Sections 7.1, 7.2, 7.4, 7.6, 7.7, 7.8 and 7.9 of the Pledge and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Finance Document” for all purposes of the Facilities Agreement and the other Finance Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

TENCATE ADVANCED ARMOR USA, INC., as
Grantor

By: *Ainsworth B Mills*
Name: *Ainsworth B Mills*
Title: *President*

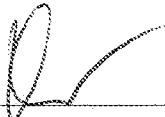
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007330 FRAME: 0296

ACKNOWLEDGED AND ACCEPTED:

SECURITY AGENT:

GLAS TRUST CORPORATION LIMITED, as Security Agent

By  _____
Name: Emma Batchelor
Title: Transaction Manager

[Signature Page to Trademark Security Agreement]