

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hunter Defense Technologies, Inc.		07/08/2021	Corporation: DELAWARE
HDT Expeditionary Systems, Inc.		07/08/2021	Corporation: DELAWARE
Berg Companies, Inc.		07/08/2021	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	0940959	HUNTER
Registration Number:	2843812	CAMFIRE
Registration Number:	3956495	HDT
Registration Number:	3498529	BASE-X
Registration Number:	3434292	BASE-X
Registration Number:	3889900	AIRBEAM
Registration Number:	4422579	OPENAIRE
Registration Number:	4455251	HDT GLOBAL
Registration Number:	4168389	H
Registration Number:	4147343	THOR
Registration Number:	4495224	BASE-XPRESS
Registration Number:	4322052	ADROIT
Registration Number:	4837191	ADROIT
Registration Number:	4322077	CHEM-X
Registration Number:	4649976	ARCTIX
Registration Number:	6188593	BERG

OP \$815.00 0940959

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4085311	INTELLIGENT POWER TECHNOLOGY
Registration Number:	0772436	REEVES
Registration Number:	3925100	TITANITE
Registration Number:	2495319	XYTEX
Registration Number:	4987865	DRASH
Registration Number:	3317415	THROW N' GO
Registration Number:	4749336	RUNLITE
Registration Number:	5236573	MPRO
Registration Number:	2596077	TECWAR
Registration Number:	2105267	RECOR
Registration Number:	3886205	ONE WORLD ONE WATER
Registration Number:	1867575	LIFE
Registration Number:	5110708	TACTICAL TO PRACTICAL
Registration Number:	4849199	
Registration Number:	4925207	TECWAR FIRST RESPONSE WATER PURIFIER
Registration Number:	5216371	T TECWAR OUTFITTERS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/08/2021

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Hunter Defense Technologies, Inc.
- 2. HDT Expeditionary Systems, Inc.
- 3. Berg Companies, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. DE; 2. DE; 3. WA

Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 8, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: *Elaine Carrera*
Signature

July 8, 2021
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-9148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of July 8, 2021 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ROYAL BANK OF CANADA ("RBC") as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, HIGHLANDER MERGER SUB, INC., a Delaware corporation, as the initial borrower thereunder, whose rights and obligations therein were assigned to and assumed by HDT HOLDCO, INC., a Delaware corporation, HIGHLANDER INTERMEDIATE HOLDINGS, INC., as Holdings, RBC, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and each other party thereto have entered into the Credit Agreement, dated as of July 8, 2021 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment

of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement] has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

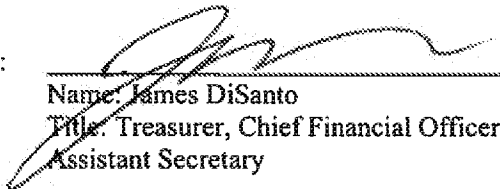
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

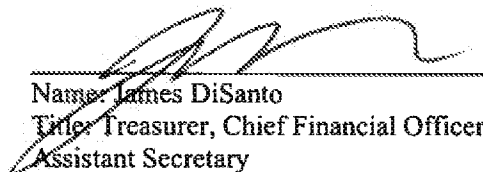
[Signature Pages Follow]

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

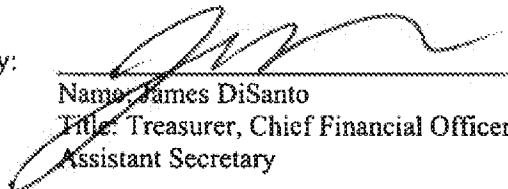
Hunter Defense Technologies, Inc.,
as an Initial Grantor

By: 
Name: James DiSanto
Title: Treasurer, Chief Financial Officer and
Assistant Secretary

HDT Expeditionary Systems, Inc.,
as an Initial Grantor

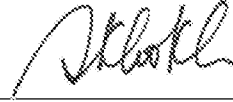
By: 
Name: James DiSanto
Title: Treasurer, Chief Financial Officer and
Assistant Secretary

Berg Companies, Inc.,
as an Initial Grantor

By: 
Name: James DiSanto
Title: Treasurer, Chief Financial Officer and
Assistant Secretary

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____



Name: Susan Khokher
Title: Manager, Agency

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Reg. Date	Reg. No.	Record Owner
HUNTER	8/15/1972	0,940,959	HDT Expeditionary Systems, Inc.
CAMFIRE	5/18/2004	2,843,812	HDT Expeditionary Systems, Inc.
HDT	5/10/2011	3,956,495	Hunter Defense Technologies, Inc.
BASE-X	9/9/2008	3,498,529	HDT Expeditionary Systems, Inc.
BASE-X	5/27/2008	3,434,292	HDT Expeditionary Systems, Inc.
AIRBEAM	12/14/2010	3,889,900	HDT Expeditionary Systems, Inc.
OPENAIRE	10/22/2013	4,422,579	HDT Expeditionary Systems, Inc.
HDT GLOBAL	12/24/2013	4,455,251	Hunter Defense Technologies, Inc.
STYLIZED H	7/3/2012	4,168,389	Hunter Defense Technologies, Inc.
THOR	5/22/2012	4,147,343	HDT Expeditionary Systems, Inc.
BASE-XPRESS	3/11/2014	4,495,224	HDT Expeditionary Systems, Inc.
ADROIT	4/16/2013	4,322,052	HDT Expeditionary Systems, Inc.
ADROIT	10/20/2015	4,837,191	HDT Expeditionary Systems, Inc.
CHEM-X	4/16/2013	4,322,077	HDT Expeditionary Systems, Inc.
ARCTIX	12/2/2014	4,649,976	HDT Expeditionary Systems, Inc.
BERG	11/3/2020	6,188,593	Hunter Defense Technologies, Inc.
INTELLIGENT POWER TECHNOLOGY	1/10/2012	4,085,311	HDT Expeditionary Systems, Inc.
REEVES	6/30/1964	0,772,436	HDT Expeditionary Systems, Inc.
TITANITE	3/1/2011	3,925,100	HDT Expeditionary Systems, Inc.
XYTEX	10/9/2001	2,495,319	HDT Expeditionary Systems, Inc.
DRASH	6/28/2016	4,987,865	HDT Expeditionary Systems, Inc.
THROW N' GO	10/23/2007	3,317,415	Berg Companies, Inc.
RUNLITE	6/2/2015	4749336	HDT Expeditionary Systems, Inc.
MPRO	7/4/2017	5236573	HDT Expeditionary Systems, Inc.
TECWAR	7/16/2002	2596077	HDT Expeditionary Systems, Inc.
RECOR	10/14/1997	2105267	HDT Expeditionary Systems, Inc.
One World One Water	12/7/2010	3886205	HDT Expeditionary Systems, Inc.
LIFE	12/13/1994	1867575	HDT Expeditionary Systems, Inc.
Tactical to Practical	12/27/2016	5110708	HDT Expeditionary Systems, Inc.
Splash Soldier Logo	11/10/2015	4849199	HDT Expeditionary Systems, Inc.
Tecwar First Response Water Purifier	3/29/2016	4925207	HDT Expeditionary Systems, Inc.
T Tecwar Outfitters	6/6/2017	5216371	HDT Expeditionary Systems, Inc.