

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682162

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Central Lake Armor Express, Inc.		09/21/2020	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	70 West Madison Street, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	State Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Serial Number:	90053394	EQUINOX	
Serial Number:	88789480	LIGHTHAWK	
Serial Number:	87547518	LT	
Serial Number:	87961516	OCX	
Serial Number:	86437985	RAVEN	
Serial Number:	85894813	HALO	
Serial Number:	85479034	VORTEX	
Serial Number:	85454438	RAZOR	
Serial Number:	77541495	ARA-SHOCK	
Serial Number:	77541541	QUANTUM	
Serial Number:	77541531	GEMINI	
Serial Number:	77541522	TAURUS	
Serial Number:	77541472	TRITON	
Serial Number:	77541448	RECON	
Serial Number:	77541442	RESPONDER	
Serial Number:	77541425	BULLDOG	
Serial Number:	77541416	WOLVERINE	
Serial Number:	77541387	LO-PRO	
Serial Number:	77541350	SERAPH	
TRADEMARK			

CH \$865.00 90053394

Property Type	Number	Word Mark
Serial Number:	77541509	T-SHOCK
Serial Number:	77955407	ARIES
Serial Number:	77888285	REVOLUTION
Serial Number:	77541479	TROJAN
Serial Number:	77541464	BRI
Serial Number:	77541436	GAZELLE
Serial Number:	77541399	EZMESH
Serial Number:	77516841	BLACK-JAC
Serial Number:	86427094	ARMOR EXPRESS
Serial Number:	77677704	EQUINOX
Serial Number:	77541409	LIGHTHAWK
Serial Number:	77709226	CORELOAD
Serial Number:	86708163	FEARLESS
Serial Number:	87564020	LIGHTHAWK TACTICAL
Serial Number:	87547546	MISSION DRIVES TACTICS, TACTICS DRIVES G

CORRESPONDENCE DATA

Fax Number: 2029068669

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: 202.906.8618

Email: tm@dykema.com

Correspondent Name: Eric T. Fingerhut

Address Line 1: 1301 K Street, N.W., Suite 1100 West

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Eric T. Fingerhut
SIGNATURE:	/eric t. fingerhut/
DATE SIGNED:	10/19/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of September 21, 2020, by and between CENTRAL LAKE ARMOR EXPRESS, INC., a Michigan corporation, including as successor by merger to KDH Defense Systems, Inc. (individually and collectively, "Grantor"), and CIBC BANK USA ("Lender").

W I T N E S S E T H

WHEREAS, Grantor, Armor Express Properties LLC, a Michigan limited liability company ("Armor Express Properties", and together with Grantor, collectively, "Borrowers" and each a "Borrower"), Armor Express Intermediate Inc., a Delaware corporation ("Intermediate"), and Praesidium Investments LLC, a Delaware limited liability company ("Praesidium", and together with Intermediate and Borrowers, collectively, the "Loan Parties" and each a "Loan Party"), and Lender are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents dated as of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by each Loan Party to Lender of a security interest in certain of such Loan Party's assets, including, without limitation, the grant by Grantor, of its trademarks and trademark applications;

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the "Obligations" (as defined in the Loan Agreement), Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing

(all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) No Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Lender or as otherwise expressly permitted by the Financing Agreements, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Lender, (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or (iii) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any other Loan Party, Grantor shall give to Lender prompt written notice thereof.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Grantor agrees that

upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices.

8. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable and documented out-of-pocket attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 10 shall be borne by Grantor.

11. Lender's Right to Sue. 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 Trademarks 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 required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. 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 or under the Financing Agreements 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.

13. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

14. Modification. This Security 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.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements 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 Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

22. USPTO Records. Grantor hereby covenants and agrees that it shall promptly update or cause to be updated each of the Trademark records for KDH Defense Systems, Inc. with the United States Patent and Trademark Office such that each Trademark in the name of KDH Defense Systems, Inc. is in the name of Central Lake Armor Express, Inc.

[Remainder of page intentionally left blank; signature page follows]

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

**CENTRAL LAKE ARMOR EXPRESS,
INC.** (including as successor by merger to
KDH Defense Systems, Inc.)

By: 
Name: James Henderson
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By: _____
Name: Jennifer L. Kempton
Title: Managing Director

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

**CENTRAL LAKE ARMOR EXPRESS,
INC.** (including as successor by merger to
KDH Defense Systems, Inc.)

By: _____
Name: James Henderson
Title: Chief Executive Officer

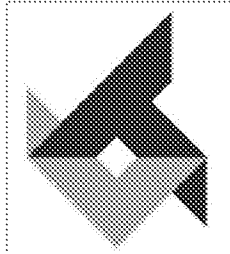
Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA

By: 
Name: Jennifer L. Kempton
Title: Managing Director

SCHEDULE A

TRADEMARKS

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
Central Lake Armor Express, Inc.	<u>EQUINOX</u>	90053394	July 15, 2020
Central Lake Armor Express, Inc.	<u>LIGHTHAWK</u>	88789480	February 7, 2020
Central Lake Armor Express, Inc.	<u>LT (Stylized)</u>	87547518	July 28, 2017
			
Central Lake Armor Express, Inc.	<u>OCX</u>	87961516	June 14, 2018
Central Lake Armor Express, Inc.	<u>RAVEN</u>	86437985	October 29, 2014
Central Lake Armor Express, Inc.	HALO	85894813	April 4, 2013
Central Lake Armor Express, Inc.	VORTEX	85479034	November 22, 2011
Central Lake Armor Express, Inc.	RAZOR	85454438	October 24, 2011
Central Lake Armor Express, Inc.	ARA-SHOCK	77541495	August 7, 2008
Central Lake Armor Express, Inc.	QUANTUM	77541541	August 7, 2008
Central Lake Armor Express, Inc.	GEMINI	77541531	August 7, 2008
Central Lake Armor Express, Inc.	TAURUS	77541522	August 7, 2008
Central Lake Armor Express, Inc.	TRITON	77541472	August 7, 2008

Central Lake Armor Express, Inc.	RECON	77541448	August 7, 2008
Central Lake Armor Express, Inc.	RESPONDER	77541442	August 7, 2008
Central Lake Armor Express, Inc.	BULLDOG	77541425	August 7, 2008
Central Lake Armor Express, Inc.	WOLVERINE	77541416	August 7, 2008
Central Lake Armor Express, Inc.	LO-PRO	77541387	August 7, 2008
Central Lake Armor Express, Inc.	SERAPH	77541350	August 7, 2008
Central Lake Armor Express, Inc.	T-SHOCK	77541509	August 7, 2008
Central Lake Armor Express, Inc.	ARIES	77955407	March 10, 2010
Central Lake Armor Express, Inc.	REVOLUTION	77888285	December 8, 2009
Central Lake Armor Express, Inc.	TROJAN	77541479	August 7, 2008
Central Lake Armor Express, Inc.	BRI	77541464	August 7, 2008
Central Lake Armor Express, Inc.	GAZELLE	77541436	August 7, 2008
Central Lake Armor Express, Inc.	EZMESH	77541399	August 7, 2008
Central Lake Armor Express, Inc.	BLACK-JAC	77516841	July 8, 2008
Central Lake Armor Express, Inc.	ARMOR EXPRESS	86427094	October 17, 2014
Central Lake Armor Express, Inc.	EQUINOX	77677704	February 25, 2009
Central Lake Armor Express, Inc.	LIGHTHAWK	77541409	August 7, 2008
Central Lake Armor Express, Inc., successor by merger to KDH Defense Systems, Inc.	<u>CORELOAD</u>	77709226	April 8, 2009

Central Lake Armor Express, Inc.,
successor by merger to
KDH Defense Systems, Inc.

FEARLESS

86708163

July 29, 2015

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark Application Description</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
Central Lake Armor Express, Inc.	Lighthawk Tactical	87564020	August 10, 2017
Central Lake Armor Express, Inc.	Mission Drives Tactics, Tactics Drives Gear	87547546	July 28, 2017
Central Lake Armor Express, Inc.	LT	87547518	July 28, 2017