

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Point Blank Enterprises, Inc.		03/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4804615	ALPHA ELITE	
Registration Number:	3665968	P	
Registration Number:	2746101	PARACLETE	
Registration Number:	4366937	PROVEN UNDER FIRE	
Registration Number:	3266155	VISION	
Registration Number:	3594896	WEAR IT FOR LIFE	
Serial Number:	97186104	POINT BLANK ENTERPRISES, INC.	
Serial Number:	97185500	POINT BLANK BODY ARMOR	
Serial Number:	97038125	POINT BLANK	
Serial Number:	90472344	PARACLETE PARACLETE PROVEN UNDER FIRE	
Serial Number:	90472337	PARACLETE PARACLETE PROVEN UNDER FIRE	
Serial Number:	90472329	PARACLETE	
Serial Number:	90472319	PARACLETE	
Serial Number:	90472312	PARACLETE	
Serial Number:	90472305	PARACLETE	
Serial Number:	90472292	PARACLETE	
Serial Number:	90472285	PARACLETE	
Serial Number:	90472275	PARACLETE	
Registration Number:	5037547	ALPHA ELITE BLACK	

CH \$540.00 4804615

Property Type	Number	Word Mark
Registration Number:	2852809	S.P.I.D.E.R.
Registration Number:	2922997	POINT BLANK BODY ARMOR INC.

CORRESPONDENCE DATA

Fax Number: 2165790212
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: 2165863939
Email: katharineharper@jonesday.com, mmisitigh@jonesday.com
Correspondent Name: Katharine Harper
Address Line 1: North Point
Address Line 2: 901 Lakeside Avenue
Address Line 4: Cleveland, OHIO 44114-1163

NAME OF SUBMITTER:	Melanie H. Misitigh
SIGNATURE:	/Melanie H. Misitigh/
DATE SIGNED:	03/23/2022

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 22, 2022 (this “Agreement”), among Point Blank Enterprises, Inc. (the “Grantor”) and KeyBank National Association, as Collateral Agent.

WHEREAS, Point Blank Enterprises, Inc. (the “Parent Borrower”), Point Blank Intermediate Holding, LLC (“Holdings”), the Lenders party thereto, KeyBank National Association, as Administrative Agent (together with its successors and assigns, the “Administrative Agent”), and the other parties from time to time party thereto have entered into the Credit Agreement dated as of March 22, 2022 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) dated as of March 22, 2022, among Parent Borrower, Holdings, the other Subsidiary Parties named therein and KeyBank National Association, as Collateral Agent (together with its successors and assigns, the “Collateral Agent”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those registrations and registration applications in the USPTO owned by the Grantor and listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights to sue for past, present and future infringements, dilutions or other violations thereof and (iii) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Point Blank Enterprises, Inc.,
as the Grantor


By: Ivan Habibe
Name: Ivan Habibe
Title: Chief Financial Officer







KeyBank National Association,
as Collateral Agent

By: *Gary Kidd*
Name: Gary Kidd
Title: Senior Vice President

Schedule I

United States Trademarks and Trademark Applications

Mark	Record Owner	Registration No. or Application No.
ALPHA ELITE	Point Blank Enterprises, Inc.	4804615
P Design 	Point Blank Enterprises, Inc.	3665968
PARACLETE	Point Blank Enterprises, Inc.	2746101
PROVEN UNDER FIRE	Point Blank Enterprises, Inc.	4366937
VISION	Point Blank Enterprises, Inc.	3266155
WEAR IT FOR LIFE	Point Blank Enterprises, Inc.	3594896
POINT BLANK ENTERPRISES, INC. 	Point Blank Enterprises, Inc.	97186104
POINT BLANK BODY ARMOR 	Point Blank Enterprises, Inc.	97185500
POINT BLANK	Point Blank Enterprises, Inc.	97038125
PARACLETE PARACLETE PROVEN UNDER FIRE 	Point Blank Enterprises, Inc.	90472344
PARACLETE PARACLETE PROVEN UNDER FIRE 	Point Blank Enterprises, Inc.	90472337
PARACLETE 	Point Blank Enterprises, Inc.	90472329

Mark	Record Owner	Registration No. or Application No.
PARACLETE 	Point Blank Enterprises, Inc.	90472319
PARACLETE 	Point Blank Enterprises, Inc.	90472312
PARACLETE 	Point Blank Enterprises, Inc.	90472305
PARACLETE 	Point Blank Enterprises, Inc.	90472292
PARACLETE 	Point Blank Enterprises, Inc.	90472285
PARACLETE 	Point Blank Enterprises, Inc.	90472275
ALPHA ELITE BLACK	Point Blank Enterprises, Inc.	5037547
S.P.I.D.E.R.	Point Blank Enterprises, Inc.	2852809
POINT BLANK BODY ARMOR INC. 	Point Blank Enterprises, Inc.	2922997