

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLANTIC DIVING SUPPLY, INC.		09/22/2023	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	HE 2 ENTERPRISES, LLC		
Street Address:	2205 Windward Shore Dr.		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23452		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3546088	ADS	
Registration Number:	3523476	OFFICIAL GENIII ECWCS	
Registration Number:	3992536	WARRIOR EXPO	
Registration Number:	4273147	WARRIOR	
Registration Number:	3941492	FREE FIRE RESISTANT ENVIRONMENTAL ENSEMB	
Registration Number:	7039410	MISSION GIVE BACK	
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>			
Phone:	412-454-5079		
Email:	kim.petrolo@troutman.com		
Correspondent Name:	Troutman Pepper		
Address Line 1:	501 Grant Street, Suite 300		
Address Line 2:	Kim Petrolo		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	252705.29		
NAME OF SUBMITTER:	Kim Petrolo		
SIGNATURE:	/Kim Petrolo/		

OP \$165.00 3546088

DATE SIGNED:	09/27/2023
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Total Attachments: 5

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Execution Version

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2023 (this "Agreement"), among ATLANTIC DIVING SUPPLY, INC. (the "Grantor") and HE 2 ENTERPRISES, LLC, as Lender for the benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Lender").

Reference is made to (a) the Term Loan Agreement, dated as of September 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among ADS TACTICAL, INC., a Delaware corporation (the "Borrower"), the guarantors party thereto from time to time and the Lender, and (b) the Collateral Agreement, dated as of September 22, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Grantors from time to time party thereto and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Term Loan Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement as consideration for the Loan previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement. For purposes of this Agreement, "Trademarks" shall mean, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, slogans and other source identifiers, in each case whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or jurisdiction, including all goodwill associated therewith or symbolized thereby, (b) all registrations thereof, and all registrations and applications filed in connection therewith, including in the United States Patent and Trademark Office, (c) all extensions and renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (e) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (f) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Lender, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets and property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, regardless of where located (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Grantor, including those listed on Schedule I attached hereto; and
- (b) to the extent not covered by clause (a), all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest granted pursuant to this Agreement attach to, (i) any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham

Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or (ii) any other Excluded Asset.

SECTION 3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the Security Interest granted to the Lender pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity and expense reimbursement obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including by .PDF) shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Junior Lien Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted to the Lender for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by the Lender hereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Common Collateral (as defined in the Junior Lien Intercreditor Agreement referenced below) are subject to the provisions of the Junior Lien Intercreditor Agreement, dated as of September 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Junior Lien Intercreditor Agreement”), by and among Wells Fargo Bank, National Association, in its capacity as the Revolving Credit Agent, JPMorgan Chase Bank, N.A., in its capacity as the Fixed Asset Agent, and the Lender, in its capacity as the Junior Lien Facility Representative and the Applicable Junior Lien Representative. In the event of any conflict between the terms of the Junior Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern


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

ATLANTIC DIVING SUPPLY, INC., as Grantor

By 
Name: John Dunn
Title: Chief Financial Officer and Treasurer

HE 2 ENTERPRISES, LLC, as the Lender

By 
Name: Luke Hillier
Title: Manager

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008211 FRAME: 0537**

**Schedule I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark & Design	Registration No.	Registration Date	Registered Owner
ADS and Design	3546088	12/16/2008	Atlantic Diving Supply, Inc.
Official GEN III/ ECWCS and Design	3523476	10/28/2008	Atlantic Diving Supply, Inc.
Warrior EXPO	3992536	7/12/2011	Atlantic Diving Supply, Inc.
WARRIOR	4273147	1/8/2013	Atlantic Diving Supply, Inc.
FREE Fire Resistant Environmental Ensemble (design and word mark)	3941492	4/5/2011	Atlantic Diving Supply, Inc.
MISSION GIVE BACK	7039410	5/2/2023	Atlantic Diving Supply, Inc.