

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARMORED REPUBLIC HOLDINGS, LLC		12/12/2023	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	FRONTWELL CAPITAL PARTNERS INC.		
Street Address:	200 Bay Str. 10th Fl, North Tower, District 1		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2J2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5699397	ARMORED REPUBLIC	
Registration Number:	6211434	STAY IN THE FIGHT	
Registration Number:	6130581	ARMORED REPUBLIC	
Registration Number:	5903581	ARMORED REPUBLIC	
Registration Number:	6142109	ARMORED REPUBLIC	
Registration Number:	4916397	AR500 ARMOR	
Registration Number:	4491215		
Registration Number:	4410567	AR500 ARMOR	
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>			
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher c/o McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		

OP \$215.00 5699397

DATE SIGNED:	12/18/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) dated as of December 12, 2023, is made by ARMORED REPUBLIC HOLDINGS, LLC, an Arizona limited liability company (the “Grantor”), in favor of FRONTWELL CAPITAL PARTNERS INC. (“Lender”).

WHEREAS, the Grantor, the other Loan Parties from time to time party thereto, and the Lender have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor and Republic Defense, Inc., a Delaware corporation, have entered into the Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Lender; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement and the rules of construction set forth in Section 1.4 of the Credit Agreement should apply to this Trademark Security Agreement.

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

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which

are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **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 7 **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signatures on next page]

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

ARMORED REPUBLIC HOLDINGS, LLC


By: 
Name: David Reece
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

LENDER:

FRONTWELL CAPITAL PARTNERS INC.

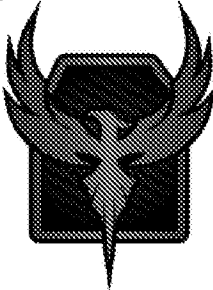
By: 

Name: Patrick Dalton
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008290 FRAME: 0972

SCHEDULE I
to
Trademark Security Agreement

Mark	Application #	File Date	Registration #	Reg Date
ARMORED REPUBLIC	87979782	11/23/2016	5699397	03/12/2019
STAY IN THE FIGHT	87460450	05/23/2017	6211434	12/01/2020
ARMORED REPUBLIC	87246800	11/23/2016	6130581	08/18/2020
ARMORED REPUBLIC	87246798	11/23/2016	5903581	11/05/2019
ARMORED REPUBLIC	87246797	11/23/2016	6142109	09/01/2020
AR500 ARMOR	86176792	01/27/2014	4916397	03/15/2016
	86024028	07/30/2013	4491215	03/04/2014
AR500 ARMOR	85850452	02/14/2013	4410567	10/01/2013

Schedule I to Trademark Security Agreement

181273113_4

RECORDED: 12/18/2023

TRADEMARK
REEL: 008290 FRAME: 0973