

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI161121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARMORWORKS ENTERPRISES, INC.		03/12/2024	Corporation: ARIZONA
RECEIVING PARTY DATA			
Company Name:	UMPQUA BANK		
Street Address:	15169 NORTH SCOTTSDALE ROAD		
Internal Address:	SUITE 205		
City:	SCOTTSDALE		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	Chartered Bank: OREGON		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	7203385	ARMORVISION	
Registration Number:	7213645	TACTICAM	
Registration Number:	3841886	SHOCKRIDE	
Registration Number:	3951452	PROTECTION IS OUR PASSION	
Registration Number:	3833097	ARMORWORKS	
Registration Number:	5551173	ARMORWORKS	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	3108910700		
Email:	mmandel@buchalter.com,emills@buchalter.com		
Correspondent Name:	Ms. V. MONICA MANDEL		
Address Line 1:	BUCHALTER, A PROFESSIONAL CORPORATION		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	U6201-0009 [VMM:EM]		
NAME OF SUBMITTER:	VIRGINIA MANDEL		

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SIGNATURE:	VIRGINIA MANDEL
DATE SIGNED:	04/11/2024
Total Attachments: 5 source=08. Trademark Security Agreement (ArmorWorks)(81350589.1)#page1.tif source=08. Trademark Security Agreement (ArmorWorks)(81350589.1)#page2.tif source=08. Trademark Security Agreement (ArmorWorks)(81350589.1)#page3.tif source=08. Trademark Security Agreement (ArmorWorks)(81350589.1)#page4.tif source=08. Trademark Security Agreement (ArmorWorks)(81350589.1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made as of March 12, 2024, by and between ARMORWORKS ENTERPRISES, INC., an Arizona corporation ("*Grantor*"), and UMPQUA BANK, an Oregon state-chartered bank ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain 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*"), by and among Grantor, ShockRide, LLC, an Arizona limited liability company ("*SHR*"), Fox Valley Metal Tech, LLC, a Wisconsin limited liability company ("*FVMT*"), together with Grantor and SHR, each, individually, "*Borrower*" and collectively, "*Borrowers*"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS**. This Trademark Security Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including by e-mail delivery of a ".pdf" format data file) shall be as effective as delivery of an original counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic transmission also shall deliver a manually executed counterpart of this Trademark Security Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement

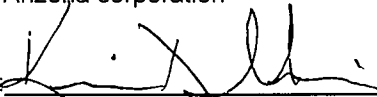
7. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER**. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ARMORWORKS ENTERPRISES, INC.,
an Arizona corporation

By: 
Name: Kevin Dahlin
Title: President and Chief Executive Officer

BANK:

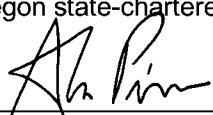
ACCEPTED AND ACKNOWLEDGED BY:

UMPQUA BANK,
an Oregon state-chartered bank

By: _____
Name: _____
Title: _____

SECURED PARTY:

UMPQUA BANK,
an Oregon state-chartered bank

By:  _____

Name: Alain Pelanne

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
ArmorWorks Enterprises, Inc.	USA	ARMORVISION	97/409,515 / 7203385	10/24/2023
ArmorWorks Enterprises, Inc.	USA	TACTICAM	90/136,766 / 7213645	11/7/2023
ArmorWorks Enterprises, Inc.	USA	SHOCKRIDE	77/153,312 / 3,841,886	1/9/2020
ArmorWorks Enterprises, Inc.	USA	PROTECTION IS OUR PASSION	77/747,285 / 3,951,452	8/12/2021
ArmorWorks Enterprises, Inc.	USA	ARMORWORKS	78/858,943 / 3,833,097	7/25/2020
ArmorWorks Enterprises, Inc.	USA	ARMORWORKS	86/774,005 / 5,551,173	8/28/2018

Schedule I
to Trademark Security Agreement