

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IMMEDIATE RESPONSE TECHNOLOGIES, LLC		02/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BFG INVESTMENT HOLDINGS, LLC		
<b>Street Address:</b>	4912 Creekside Drive		
<b>City:</b>	Clearwater		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33760		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4056829	IRT	
Registration Number:	4017283	IMMEDIATE RESPONSE TECHNOLOGIES	
Registration Number:	4088385	IRT	
Registration Number:	3343786	TVI CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 4900		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	BFG-1-A (384126-000005)		

**CH \$115.00 4056829**

**900282397**

**TRADEMARK**  
**REEL: 005232 FRAME: 0987**

NAME OF SUBMITTER:	William L. Bartow
Signature:	/WLB/
Date:	03/07/2014
<b>Total Attachments: 6</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of the 6th day of February, 2014, by IMMEDIATE RESPONSE TECHNOLOGIES, LLC, a Delaware limited liability company, having a mailing address at 7100 Holladay Tyler Road, Glenn Dale, Maryland 20769 ("**Debtor**"), in favor of BFG INVESTMENT HOLDINGS, LLC, a Delaware limited liability company, having a mailing address at 4912 Creekside Drive, Clearwater, Florida 33760 ("**Secured Party**").

This Agreement is a "**Collateral Document**" as referred to in the Loan Agreement dated as of February 6, 2014, between the Debtor, as the Borrower, and the Secured Party, as the Lender (the "**Loan Agreement**," which term shall include all exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to the Loan Agreement as the same may be in effect at any and all times such reference becomes operative).

**ACCORDINGLY**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants and agreements for the benefit and security of Secured Party:

### ARTICLE I CONSTRUCTION AND DEFINED TERMS

Section 1.01. *Article and Section Headings.* Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

Section 1.02. *Schedules and Exhibits.* Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Credit Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

Section 1.03. *Loan Agreement Defined Terms.* Capitalized terms that are not defined in this Agreement, but are defined in the Loan Agreement, shall have the same definitions as in the Loan Agreement, which definitions are incorporated herein by reference.

Section 1.04. *Other Defined Terms.* Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

"**Core Trademark Collateral**" As defined in Section 2.01.

"**Goodwill**" As defined in Section 2.01.

"Event of Default" The occurrence of any Event of Default under the Loan Agreement.

"Licensed Rights" As defined in Section 2.01.

"Proceeds" As defined in Section 2.01.

"Property" Any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

"Scheduled Trademark" or "Scheduled Trademarks" Debtor's Trademarks, and any filings, registrations and recordings of, and applications for, any thereof, listed on Schedule 1 to this Agreement.

"Trademark" or "Trademarks" Any trademark, service mark, collective mark, certification mark, or other distinctive mark, or other Property, that may be entitled to trademark protection under any Law.

"Trademark Collateral" As defined in Section 2.01.

"Trademark Office" The United States Patent and Trademark Office, and any successor thereto.

"Trademark Records" As defined in Section 2.01.

## ARTICLE II SECURITY INTEREST

Section 2.01. *Security Interest.* To secure the full and timely payment, performance and satisfaction of the Obligations, and without limiting the legal operation and effect of any other Credit Document, Debtor hereby collaterally assigns to Secured Party, and grants to Secured Party a security interest in, all of Debtor's now owned and hereafter acquired, created or arising Property described below (referred to herein as "**Trademark Collateral**");

(a) All of Debtor's Trademarks, including but not limited to the Scheduled Trademarks, and all renewals thereof, and any filings, registrations and recordings of, and applications for, any thereof, and all (i) income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the "**Core Trademark Collateral**"); and

(b) All of Debtor's goodwill of Debtor's business connected with or associated with and symbolized by the Core Trademark Collateral (the Property described in this clause (b) being referred to herein as "**Goodwill**"); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any Trademarks of and from any other Person for use in the business that Debtor is

engaged in on the date of this Agreement (the Property described in this clause (c) being referred to herein as "**Licensed Rights**"); and

(d) All of Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Core Trademark Collateral, Goodwill, or Licensed Rights, and including insurance proceeds (the Property described in this clause (d) being referred to herein as "**Proceeds**"); and

(e) All of Debtor's Records relating to the Core Trademark Collateral, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (the Property described in this clause (e) being referred to herein as "**Trademark Records**").

Section 2.02. Other Credit Documents. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the other Credit Documents, all terms of which are incorporated herein by reference.

### **ARTICLE III** **GENERAL PROVISIONS**

Section 3.01. Remedies. Secured Party shall have all of the rights and remedies available under this Agreement, the Loan Agreement and any other Credit Document, the UCC, at law, and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency, shall not affect Secured Party's interest in the Trademark Collateral until the Obligations have been fully paid and satisfied in full and the Loan Agreement has been terminated.

Section 3.02. Remedies Cumulative. Upon the occurrence of any Event of Default, and in addition to such other rights and remedies as Secured Party may have under other provisions of this Agreement or any other Credit Document, Secured Party may exercise any one or more of its rights and remedies under common or statutory law, and Secured Party may exercise such rights and remedies cumulatively and simultaneously. No failure or delay on the part of Secured Party in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between Debtor or any other Person and Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. No notice to or demand on Debtor in any case shall entitle Debtor or any other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Secured Party to any other or further action in any circumstances without notice or demand.

Section 3.03. Notices. Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Loan Agreement.

Section 3.04. Successors and Assigns. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, transferees and assigns. This Agreement may not be assigned by Debtor without the prior written consent of Secured Party.

Section 3.05. Filing, Registering, Recording. Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with any Governmental Authority to give notice of, and to further the legal operation and effect of, and perfect the interests of Secured Party under, this Agreement, including any filing, registration or recording with the Trademark Office or any public office for recording UCC financing statements. Debtor shall pay all of Secured Party's costs and expenses (including attorney's fees) of filing, registering or recording this Agreement.

Section 3.06. Termination. At such time as Debtor shall have fully paid and satisfied all of the Obligations in full, and the Loan Agreement has been terminated, and Secured Party shall have no further commitment or other obligation to extend or advance credit to or for the account of Debtor, this Agreement shall terminate (excepting any provisions which expressly survive the termination of this Agreement) and Secured Party shall, at Debtor's sole cost and expense, execute and deliver to Debtor all deeds, assignments and other instruments as may be reasonably necessary to re-vest in Debtor all remaining right, title and interest in and to the Trademark Collateral, without any representation or warranty of any kind by, or any other obligation or duty of any kind on, Secured Party, and subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement or the other Credit Documents. Notwithstanding anything to the contrary in this Agreement or any other Credit Document, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Debtor or any substantial part of Debtor's assets, or otherwise, all as though such payments had not been made.

Section 3.07. Miscellaneous. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Debtor of the Obligations and the termination of the Loan Agreement. This Agreement is a Credit Document within the definition of "Credit Documents" in the Loan Agreement.


Section 3.08. Governing Law. This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of Maryland, without regard to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor executes this Trademark Security Agreement under seal as of the day and year first above written.

**DEBTOR:**

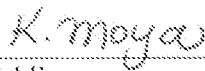
IMMEDIATE RESPONSE TECHNOLOGIES, LLC,  
a Delaware limited liability company

By:  (SEAL)  
Name: Coleman V. Ruiz, Jr.  
Title: Chief Executive Officer and President

STATE OF Maryland, CITY/COUNTY OF Anne Arundel, SS:

On this 28<sup>th</sup> day of February, 2014 before me personally came Coleman V. Ruiz, Jr., known to me (or whose identity was satisfactorily proven to me), who, being by me duly sworn, did depose and say that he is the Chief Executive Officer and President of IMMEDIATE RESPONSE TECHNOLOGIES, LLC, a Delaware limited liability company, the Debtor described in the foregoing Trademark Security Agreement, and that in his capacity as Chief Executive Officer and President, and being authorized to do so, he executed the foregoing Trademark Security Agreement on behalf of said limited liability company, for the purposes set forth therein.

AS WITNESS my hand and notarial seal.

  
Notary Public


My commission expires 3-28-17

**SCHEDULE I TO  
TRADEMARK SECURITY AGREEMENT**

**Debtor:** Immediate Response Technologies, LLC

**Secured Party:** BFG Investment Holdings, LLC

**Part 1: U.S. Trademarks of Debtor:**

<i>Registration No.</i>	<i>Registration Date</i>	<i>Registered Owner</i>	<i>Mark</i>
4,056,829	11/15/2011	Immediate Response Technologies, LLC	IRT
4,017,283	8/23/2011	Immediate Response Technologies, LLC	IMMEDIATE RESPONSE TECHNOLOGIES
4,088,385	1/17/2012	Immediate Response Technologies, LLC	Shield logo 
3343786	11/27/2007	Immediate Response Technologies, LLC	TVI CORPORATION
Not registered			FlexAir
Not registered			PureAir
Not registered			Apache
Not registered			Promask
Not registered			Chemtape

**Part 2: Pending U.S. Trademark Applications of Debtor:**

None.

**Part 3: Foreign (non-U.S.) Trademarks of Debtor:**

None.

**Part 4: Pending Foreign (non-U.S.) Trademark Applications of Debtor:**

None.