

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REVERE SURVIVAL INC.		01/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK PLC		
Street Address:	Level 24,8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E145HQ		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4263770	REVERE SURVIVAL PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F153396		
NAME OF SUBMITTER:	Monica Courtade		
SIGNATURE:	/Monica Courtade/		
DATE SIGNED:	01/09/2015		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of January 9, 2015 by and between **HSBC BANK PLC** (together with its successors, in such capacity, the “*Lender*”), and **REVERE SURVIVAL INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “*Loans*”) to certain affiliates of Grantor in the amounts and manner set forth in that certain Facilities Agreement, dated as of November 18, 2014 between, amongst others, the Lender and Safety and Survival Systems International (Group) Ltd., a company incorporated and registered in England and Wales with registered number 09002734 (the “*Borrower*”) (as amended, varied, novated or supplemented from time to time, the “*Facilities Agreement*”). Pursuant to the Facilities Agreement, Grantor has guaranteed all obligations of Borrowers to the Secured Parties. To secure Grantor’s obligations to the Lender and Grantor have entered into a certain Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Collateral Agreement*”). Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrowers and Grantor. Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.

B. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrowers’ and Grantor’s obligations to the Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrowers’ and Grantor’s obligations to the Lender, Grantor grants and pledges to Lender, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “*Intellectual Property Collateral*”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “*Copyrights*”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Facilities Agreement and the Collateral Agreement, each of which is hereby incorporated by reference. The provisions of the Facilities Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Facilities Agreement, the Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

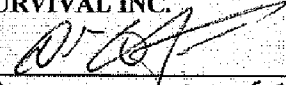
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

REVERE SURVIVAL INC.

By: 
Name: DOUGLAS J BAXTER
Title: PRESIDENT

LENDER:

HSBC BANK PLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

REVERE SURVIVAL INC.

By: _____
Name: _____
Title: _____

LENDER:

HSBC BANK PLC

By: *P. Roberts*
Name: *Ms Roberts*
Title: *Associate Director*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USPTO	4263770	December 25, 2012	April 18, 2012	Revere Survival Inc.	REVERE SURVIVAL PRODUCTS (and design)

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE