

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Donlin, Recano & Company, Inc.		07/02/2018	Corporation: NEW YORK
D.F. King & Co., Inc.		07/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5419294	DONLIN RECANO	
Registration Number:	5121723	D.F. KING	
Registration Number:	5116823	D.F. KING	
Registration Number:	5389341	D.F. KING	
Registration Number:	2658851	TAS	
Registration Number:	5113017	KING TELESERVICES	
Serial Number:	87236837	DOCULINKS	
Serial Number:	87236822	DONLIN RECANO	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$215.00 5419294

ATTORNEY DOCKET NUMBER:	12673-00010
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	07/03/2018
Total Attachments: 5 source=HPSSecondLienTrademarkSecurityAgreement#page1.tif source=HPSSecondLienTrademarkSecurityAgreement#page2.tif source=HPSSecondLienTrademarkSecurityAgreement#page3.tif source=HPSSecondLienTrademarkSecurityAgreement#page4.tif source=HPSSecondLienTrademarkSecurityAgreement#page5.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 2, 2018, among Armor Holdco, Inc. ("Holdings"), Armor Holding II LLC (the "Borrower"), the Subsidiaries from time to time party hereto (each, a "Grantor") and HPS Investment Partners, LLC ("HPS"), as Administrative Agent.

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of July 2, 2018 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Subsidiaries from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of July 2, 2018 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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.

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, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the "Trademark Collateral"):

(a) all now owned or hereafter acquired trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks or such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 4. 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 counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be as effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

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

D.F. KING & CO., INC.,

By



Name: MARTIN G. FLANIGAN

Title: PRESIDENT & CHIEF EXECUTIVE OFFICER

DONLIN, RECANO & COMPANY, INC.,

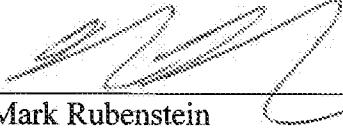
by



Name: MARTIN G. FLANIGAN

Title: PRESIDENT

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By: 
Name: Mark Rubenstein
Title: Managing Director

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Donlin, Recano & Company, Inc.	DONLIN RECANO (Design)	5419294	03/06/2024
D.F. King & Co., Inc.	D.F. KING	5121723	01/17/2027
D.F. King & Co., Inc.	D.F. KING (Design)	5116823	01/10/2027
D.F. King & Co., Inc.	D.F. KING (Design)	5389341	01/30/2028
D.F. King & Co., Inc.	TAS (Design)	2658851	12/10/2022
D.F. King & Co., Inc.	KING TELESERVICES	5113017	01/03/2027

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Donlin, Recano & Company, Inc.	DOCULINKS	87236837	11/15/2016
Donlin, Recano & Company, Inc.	DONLIN RECANO	87236822	11/15/2016

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>