

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IDENTICATOR, INC.		08/12/2003	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent
<b>Street Address:</b>	231 S. LaSalle Street
<b>Internal Address:</b>	Mail Code: IL1-231-08-30
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60604
<b>Entity Type:</b>	a National Banking Association:

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1678510	PERFECT INK
Registration Number:	1543506	CITATION PRINT
Registration Number:	1167282	EASY PRINT
Registration Number:	1836496	ID
Registration Number:	2069570	IDENTA-PRINT
Registration Number:	2370244	IDENTICATOR
Registration Number:	1478158	INSTANT PRINT
Registration Number:	1330824	KID PRINT
Registration Number:	1335432	POCKET PRINT
Registration Number:	1546174	PRINT SPOON KIT
Registration Number:	1384254	RETABS
Registration Number:	1042741	THUMB SIGNATURE
Registration Number:	1080237	TOUCH SIGNATURE
Registration Number:	1186687	DIGIT 10

OP \$465.00 1678510

Serial Number:	76103993	MICROSORB
Serial Number:	76075564	SIGNATURE SAFE
Serial Number:	76093417	I.D. PRINT
Serial Number:	76105472	MICROFIL

**CORRESPONDENCE DATA**

Fax Number: (704)353-3692  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 704.331.5792  
Email: docket@kennedycovington.com  
Correspondent Name: Karl S. Sawyer, Jr.  
Address Line 1: 214 North Tryon Street  
Address Line 2: Hearst Tower, 47th Floor  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0016221.00021
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NAME OF SUBMITTER:	Marcia Siuda, Trademark Paralegal
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**Total Attachments: 8**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of August 12, 2003 by IDENTICATOR, INC., a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent") under the Credit Agreement (as defined below).

The Grantor owns certain trademarks and service marks, including those trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is party to the trademark licenses listed on Schedule 2 annexed hereto; and

Pursuant to the terms of the Collateral Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantor, certain other subsidiaries of Armor Holdings, Inc. (the "Borrower") and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all Trademark Collateral (as hereinafter defined) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations owing by the Borrower under the Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Borrower, the Lenders party thereto and the Administrative Agent, and the other Loan Documents described in the Credit Agreement. All capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement, as applicable.

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Credit Extensions to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of itself and the Lenders, as follows:

**1. Grant of Security Interest.** The Grantor does hereby grant to the Administrative Agent a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all Trademarks, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto together with any divisions or renewals thereof;

(b) all Trademark Licenses and other agreements providing the Grantor with the right to use, or pursuant to which such Grantor provides the right to use, any of the items described in Section 1(a) (other than any such agreement that by its terms prohibits the granting

of a security interest therein), including each Trademark License referred to in Schedule 2 annexed hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each item described in Section 1(a) or Section 1(b);

(d) the right to sue third parties for past, present or future infringements of any Trademark Collateral described in Section 1(a) and, to the extent applicable, Section 1(b); and

(e) all products and proceeds of, and the rights associated with, the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, (ii) injury to the goodwill associated with the use of any such Trademark, Trademark registration or trademark licensed under any Trademark License, or (iii) breach or enforcement of any Trademark License.

**2. Other Security Interests.** This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

**3. Restrictions on Future Agreements.** The Grantor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Grantor will not, without the Administrative Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with such Grantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Trademark Collateral or the benefits of this Agreement to the Administrative Agent, and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement.

**4. New Trademarks.** The Grantor represents and warrants to the Administrative Agent that the Trademarks listed on Schedule 1 and the Trademark Licenses listed on Schedule 2 constitute all of the Trademarks now owned by or licensed to such Grantor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations have been satisfied in full and the Credit Agreement terminated, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations or applications or tradenames used in the United States or in any foreign country or (ii) become entitled to the

benefit of any trademark application, trademark, trademark registration or tradename used in the United States or in any foreign country, the provisions of Section 1 above shall automatically apply thereto and the Grantor shall give to the Administrative Agent prompt written notice thereof. The Grantor hereby authorizes the Administrative Agent to modify this Agreement upon such written notice by amending Schedule 1 and Schedule 2 to include any future trademarks, trademark registrations, trademark applications, tradenames and license agreements which are Trademarks, as applicable, under Section 1 above or under this Section 4.

**5. Lenders Not Liable.** Neither the Administrative Agent nor any Lender by virtue of this Agreement assumes any obligations whatsoever in respect of the Trademark Collateral including, without limitations, any obligation to renew registrations of or defend the validity, enforceability or distinctiveness of the Trademark Collateral.

**6. Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy) and all of said counterparts, taken together, shall be deemed to constitute one and the same instrument.

**7. Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Grantor, the Administrative Agent and the Lenders and their successors and assigns; provided that the Grantor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

[Signature Pages Follow]

IDENTICATOR, INC.,  
as Grantor

By: *Phil Baratelli*  
Name: Phil Baratelli  
Title: Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA  
COUNTY OF CAMDEN

I, ANNE M. HAYES, a Notary Public for said County and State, do hereby certify that Phil Baratelli personally appeared before me this day and stated that he is Vice President of Identicator, Inc. and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 12<sup>th</sup> day of August, 2003.

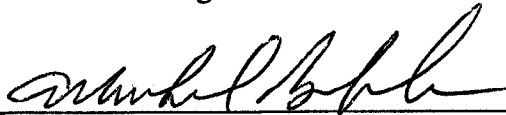
*Anne M. Hayes*  
Notary Public

My commission expires:

Notary Public, Camden County, Georgia  
My Commission Expires Sept. 17, 2004

Agreed and Accepted as of August 12, 2003.

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By:   
Name: Michael Brashler  
Title: Vice President and Senior Agency Officer

[Acknowledgment Follows]

Schedule 1  
to Trademark  
Security Agreement

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

See Attached Chart

2171305.03  
LIB: CH

TRADEMARK  
REEL: 002829 FRAME: 0663



**TM RIGHTS (FOUNDING OWNERS)**

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1091	United States	PERFECT INK	16	74/142878	02/26/1991	1,678,510	03/10/1992		No
1092	United States	MICROSORB (and Design)	16	76/103993	08/07/2000			07/31/2001	Yes
1093	United States	CITATION PRINT	16	73/737875	07/05/1988	1,543,506	06/13/1989		No
1094	United States	SIGNATURE SAFE	16	76/075564	06/22/2000			08/21/2001	Yes
1095	United States	ID. PRINT	16	76/093417	07/21/2000				No
1096	United States	EASY PRINT	16	73/259906	04/28/1980	1,167,282	09/01/1981		No
1097	United States	ID	1, 9, 16	74/390568	05/14/1993	1836496	05/17/1994		No
1098	United States	IDENTA-PRINT	16	75/119199	06/13/1996	2,069,570	06/10/1997		No
1099	United States	IDENTICATOR	1, 3, 9, 16	75/605,037	12/14/1988	2,370,244	07/25/2000		No
1100	United States	INSTANT PRINT	1	73/629404	11/10/1986	1,478,158	03/01/1988		No
1101	United States	KID PRINT	16	73/435,386	07/20/1983	1,330,824	04/16/1985		No
1102	United States	POCKET PRINT	16	73/477,099	04/25/1984	1,335,432	05/14/1985		No
1103	United States	PRINT SPOON KIT	9	73/744725	08/05/1988	1,546,174	07/04/1989		No
1104	United States	RETABS	16	73/550508	07/29/1985	1,384,254	02/25/1986		No
1105	United States	THUMB SIGNATURE	9	73/039,511	12/13/1974	1,042,741	07/06/1976		No
1107	United States	TOUCH SIGNATURE	9	73/088,924	06/01/1976	1,080,237	12/27/1977		No
1118	United States	MICROFIL (stylized)	16	76/105472	08/07/2000			07/17/2001	Yes
1119	United States	DIGIT 10	16	73/259,905	04/28/1980	1186687	01/19/1982		No

TRADEMARK

REEL: 002829 FRAME: 0664

Schedule 2  
to Trademark  
Security Agreement

**TRADEMARK LICENSES**

None

2171305.03  
LIB: CH