

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAE Systems AH Inc.		10/07/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Armor Holdings Products, LLC		
Street Address:	13386 International Parkway		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2669859	L.E.V.A.	
Registration Number:	2893309	DIRECT IMPACT	
CORRESPONDENCE DATA			
Fax Number:	(212)245-3009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2125195192		
Email:	skaplan@kanekessler.com		
Correspondent Name:	Susan S. Kaplan		
Address Line 1:	1350 Avenue of the Americas		
Address Line 2:	Kane Kessler, P.C.		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	2198-2005		
NAME OF SUBMITTER:	Susan S. Kaplan		
Signature:	/susan s. kaplan/		

OP \$65.00 2669859

Date:

12/30/2008

Total Attachments: 2

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Exhibit A

Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (the "Assignment") is entered into on October 7, 2008, pursuant to that certain Contribution, Assignment and Assumption Agreement (the "Agreement"), dated as of the date hereof, by and between BAE Systems AH Inc., a Delaware corporation ("AH"), and its wholly owned subsidiary Armor Holdings Products, L.L.C., a Delaware limited liability company ("AHP").

Subject to the terms and conditions of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AH hereby contributes, assigns, transfers, conveys and delivers, free and clear of all liens, whether legal or equitable, to AHP, and AHP hereby accepts, all of its right, title and interest in and to the registered trademarks and applications to register trademarks listed on Schedule 1.02 attached hereto, together with all of the goodwill associated with such trademarks and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by AHP for its own use and for the use of its successors and assigns.

This Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Agreement, all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

BAE SYSTEMS AH INC.

By: Paul W. Cobb, Jr.
Paul W. Cobb, Jr.
Assistant Secretary

ARMOR HOLDINGS PRODUCTS, L.L.C.

By: Paul W. Cobb, Jr.
Paul W. Cobb, Jr.
Assistant Secretary

Schedule 1.02

IP

U.S. TRADEMARK REGISTRATIONS / APPLICATIONS

Trademark	Classes	Application No.	Application Date	Registration No.	Registration Date
LEVA	13	76/118,730	8/23/2000	2,669,859	12/31/2002
DIRECT IMPACT	13	78/257,813	6/3/2003	2,893,309	10/12/2004

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