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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM457058

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CENTRAL LAKE ARMOR EXPRESS, INC.		01/05/2018	Corporation:

# **RECEIVING PARTY DATA**

Name:	CADENCE BANK, N.A.	
Street Address:	2800 Post Oak Boulevard, 38th Floor	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77056	
Entity Type: National Banking Association: UNITED STATES		

## **PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	4574367	HALO
Registration Number:	4262440	VORTEX
Registration Number:	4354748	RAZOR
Registration Number:	3679526	EQUINOX
Registration Number:	3630175	ARA-SHOCK
Registration Number:	3576122	QUANTUM
Registration Number:	3576121	GEMINI
Registration Number:	3576120	TAURUS
Registration Number:	3576119	TRITON
Registration Number:	3576118	RECON
Registration Number:	3576117	RESPONDER
Registration Number:	3576115	BULLDOG
Registration Number:	3576114	WOLVERINE
Registration Number:	3576113	LIGHTHAWK
Registration Number:	3576111	LO-PRO
Registration Number:	3576110	SERAPH
Registration Number:	3594447	T-SHOCK
Registration Number:	3888011	ARIES
Registration Number:	3955554	REVOLUTION
	•	TRADEMARK

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3580411	TROJAN
Registration Number:	3688244	BRI
Registration Number:	3576116	GAZELLE
Registration Number:	3576112	EZMESH
Registration Number:	3688189	BLACK-JAC
Registration Number:	4792062	RAVEN
Registration Number:	4751726	ARMOR EXPRESS
Serial Number:	87564020	LIGHTHAWK TACTICAL
Serial Number:	87547546	MISSION DRIVES TACTICS, TACTICS DRIVES G
Serial Number:	87547518	LT

### **CORRESPONDENCE DATA**

### Fax Number:

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.

**Email:** sbayer@nathansommers.com

Correspondent Name: Shanna Bayer

**Address Line 1:** 2800 Post Oak Boulevard, 61st Floor

Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Shanna Bayer
SIGNATURE:	/s/ Shanna Bayer
DATE SIGNED:	01/05/2018

### **Total Attachments: 5**

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### AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 5<sup>th</sup> day of January, 2018, between CENTRAL LAKE ARMOR EXPRESS, INC., a Michigan corporation, having a place of business at 1350 Treat Blvd., Suite 400, Walnut Creek, California 94597 ("Grantor") and CADENCE BANK, N.A., a national banking association, having a place of business at 2800 Post Oak Boulevard, 38<sup>th</sup> Floor, Houston, Texas 77056 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (herein so called) listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and Lender have entered into that certain Amended and Restated Loan Agreement dated as of January 5, 2018 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of January 5, 2018, between Grantor and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- I. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
- 2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the

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Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

CENTRAL LAKE ARMOR EXPRESS, INC.

Title: Panteta Valorio
2. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
STATE OF
BEFORE ME, the undersigned authority, on this day personally appeared     BEFORE ME, the undersigned authority, on this day personally appeared    DEFORE ME, the undersigned authority, on this day personally appeared    COMPANY OF CENTRAL LAKE ARMOR EXPRESS, INC., a Michigan    COMPANY OF CENTRAL LAKE ARMOR EXPRESS, INC., a MICHIGAN    COMPANY OF CENTRAL LAKE ARMOR EXPRESS   COMPANY   COMPANY   COMPANY   COMPANY   COMPANY   COMPANY   COMPANY   COMPA
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this day of January,
2018. Malel Harle.
Notary Public  My Commission Expires:
Notarial Seal 3
MICHELLE LASZLO  NOTARY PUBLIC - STATE OF MICHIGAN  COUNTY OF ANTRIM  WY Commission Emiss October 14 2018
My Commission Expires October 14, 2018 Acting in the County of Acting

SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT [BORROWER-TRADEMARKS]

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# SCHEDULE A

Country	Trademark	Registration No.	Registration Date
U.S.A.	HALO	4574367	07/29/2014
U.S.A.	VORTEX	4262440	12/18/2012
U.S.A.	RAZOR	4354748	06/18/2013
U.S.A.	EQUINOX	3679526	09/08/2009
U.S.A.	ARA-SHOCK	3630175	06/02/2009
U.S.A.	QUANTUM	3576122	02/17/2009
U.S.A.	GEMINI	3576121	02/17/2009
U.S.A.	TAURUS	3576120	02/17/2009
U.S.A.	TRITON	3576119	02/17/2009
U,S,A.	RECON	3576118	02/17/2009
U.S.A.	RESPONDER	3576117	02/17/2009
U.S.A.	BULLDOG	3576115	02/17/2009
U.S.A.	WOLVERINE	3576114	02/17/2009
U,S.A.	LIGHTHAWK	3576113	02/17/2009
U.S.A.	LO-PRO	3576111	02/17/2009
U.S.A.	SERAPH	3576110	02/17/2009
U.S.A.	T-SHOCK	3594447	03/24/2009
U.S.A.	ARIES	3888011	12/07/2010
U.S.A.	REVOLUTION	3955554	05/03/2011

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U.S.A.	LT	87547518	07/28/2017
U.S.A.	MISSION DRIVES TACTICS, TACTICS DRIVES GEAR	87547546	07/28/2017
U.S.A.	LIGHTHAWK TACTICAL	87564020	08/10/2017
Country	Trademark	Serial No.	Filing Date
ending Tra	ademark Applications		
U.S.A.	ARMOR EXPRESS	4751726	06/09/2015
U.S.A.	RAVEN	4792062	08/11/2015
U.S.A.	BLACK-JAC	3688189	09/29/2009
U.S.A,	EZMESH	3576112	02/17/2009
U.S.A.	GAZELLE	3576116	02/17/2009
U.S.A.	BRI	3688244	09/29/2009
U.S.A.	TROJAN	3580411	02/24/2009

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**RECORDED: 01/05/2018**