

## CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (this "Consent") dated as of MARCH 10, 2017 is made and entered into by and among RENEGADE ARMOR, LLC ("Assignor"), and PROPPER INTERNATIONAL SALES, INC. ("Assignee").

### RECITALS:

- A. Assignor entered into a NASPO ValuePoint Master Agreement, No. 2016-180, dated March 25, 2016 (as amended, modified or otherwise supplemented, the "Assigned Agreement").
- B. Assignor and Assignee have entered into an Exclusive Supply and Sole Source Agreement, dated AUGUST 11, 2015 (as amended, modified or otherwise supplemented, the "Supply and Sole Source Agreement").
- C. Assignor and Assignee have entered into an Intellectual Property License Agreement, dated AUGUST 11, 2015 (as amended, modified or otherwise supplemented, the "Intellectual Property License Agreement").
- D. Assignor and Assignee have entered into Employment Agreements with Marcus Treiber and Skip Church, dated AUGUST 11, 2015 and AUGUST 11, 2015 respectively (as amended, modified or otherwise supplemented, the "Employment Agreements").

### AGREEMENTS:

NOW, THEREFORE, in consideration of the recitals and the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Effective upon the execution and delivery of this Consent by Assignor and Assignee (the "Closing"), Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in, to and under the Assigned Agreement, and delegates to Assignee all of its now existing and hereafter arising duties and obligations under the Assigned Agreement.
2. **Acceptance and Assumption.** Upon and after the Closing, Assignee acknowledges and accepts the foregoing assignment and delegation and expressly assumes, confirms and agrees to perform, comply with and observe, all of the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Assigned Agreement, regardless of when such covenants, agreements, terms, conditions, obligations, duties and liabilities accrued, arose, or were incurred (including, without limitation, any obligations arising after the Closing for conditions, events, actions or matters occurring, arising or existing before the Closing), together with all outstanding and future obligations of any kind whatsoever related thereto, as and when due to be performed. Upon and after the Closing, Assignee is and shall be bound by and shall enjoy the benefits of the Assigned Agreement, subject to the terms and conditions of this Consent.
3. **Representations and Warranties of Assignee.** Assignee hereby represents and warrants that as of the Closing:
  - a) Assignee is a validly existing entity, and is in good standing under the laws of the State of DELAWARE.

b) Assignee has the full power, authority, and right to execute and deliver this Consent and perform its obligations under the Assigned Agreement, which constitute the legal, valid, and binding obligations of Assignee enforceable against Assignee in accordance with their respective terms.

4. **Representations and Warranties of the Assignor.** Assignor hereby represents and warrants that as of the Closing:

a) Assignor is a validly existing entity, and is in good standing under the laws of the State of VIRGINIA.

b) Assignor has the full power, authority, and right to execute, deliver, and perform its obligations under the Assigned Agreement, which constitute the legal, valid, and binding obligation of Assignor enforceable against Assignor in accordance with its terms.

5. **Governing Law.** This Consent shall be governed by, and construed in accordance with, applicable federal law and the laws of the State of VIRGINIA.

IN WITNESS WHEREOF, this Consent has been duly executed by the parties hereto as of the date referenced above.

**ASSIGNOR:**

Renegade Armor, LLC

By: Marcus Treiber

Title: COO

Signature: [Handwritten Signature]

By: Alvin "Skip" Church

Title: PRESIDENT

Signature: [Handwritten Signature]

**ASSIGNEE:**

Propper International Sales, Inc.

By: KEVIN WEISHAAR

Title: CEO/COO

Signature: [Handwritten Signature]



[Handwritten Signature: Cathy L. Bishop]

County/City of SPOTSVILVA  
Commonwealth/State of VA  
The foregoing instrument was acknowledged  
before me this 10<sup>th</sup> day of MARCH, 2017 by  
MARCUS TREIBER AND ALVIN SKIP CHURCH only  
(name of person seeking acknowledgement)  
[Handwritten Signature]  
Notary Public  
My Commission Expires: 5/31/17

