

12-15-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



2006 DEC 14 PM 2:23

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new Address(es) below.

FINANCE SECTION

1. Name of conveying party(ies):

Recon Systems, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Alabama
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 12/8/2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Pentar, LLC

Internal _____

Address: _____

Street Address: 906 Bob Wallace Avenue

City: Huntsville

State: Alabama

Country: Madison Zip: 35801

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship Alabama
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78-465411

B. Trademark Registration No.(s)

3089511

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Talon - Standard character mark filed on August 11, 2004.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Donald E. Qualls

Internal Address: _____

Street Address: 906 Bob Wallace Avenue

City: Huntsville

State: Alabama Zip: 35801

Phone Number: (256) 519-8051

Fax Number: (256) 519-8052

Email Address: DQualls127@aol.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Mark D. Hose

Signature

MARK D. HOSE

Name of Person Signing

12-8-6

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003453 FRAME: 0167

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS** ("Assignment") is made and entered into as of December 8, 2006 (the "Effective Date") by and between **RECON SYSTEMS, INC.**, an Alabama corporation, and **RECON OUTDOORS, LLC**, an Alabama limited liability company, **MARK D. HOSE**, an individual (collectively, "Assignor") and **PENTAR, LLC**, an Alabama limited liability company ("Assignee").

WHEREAS, Assignor has developed several cameras currently used for hunting purposes and certain trademarks associated with the cameras; and

WHEREAS, Assignee has entered into an Asset Purchase Agreement (the "Purchase Agreement") of even date herewith with Assignor, pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Assets relating to the Business (as those terms are defined in the Purchase Agreement

WHEREAS, included within the Assets are the aforementioned trademarks, trade secrets, copyrights, and certain other intellectual property (the "Intellectual Property"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to convey all right, title and interest in and to the Intellectual Property to the Assignee, and Assignee has agreed to accept such assignment and to assume Assignor's rights therein; and

WHEREAS, Assignor desires to assign all of Assignor's rights in and to the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing premises, the respective acts and promises of the parties set forth below, the performances contemplated by the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. **Assignment.** Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee and its successors and assigns, the entire right, title and interest of Assignor in, to and under the Intellectual Property, including, without limitation, all right, title and interest in, to, and under the Intellectual Property listed on the asset list which is attached to the Purchase Agreement as Exhibit "A" (a copy of the Purchase Agreement and all attachments thereto is attached hereto as **Exhibit "A"**) (the "List"). The Intellectual Property listed on the List does not include or encompass in any way: (a) the name Recon Systems, Inc., (b) the Bloodhunter trademark, (c) the Bloodhunter flashlight, (d) the Mission Planner software, and (e) any engineering notebook(s) of Hose. Except as set forth in the Purchase Agreement, Intellectual Property includes any and all rights to Intellectual Property used as a trademark, trade name, service mark or trade dress and all goodwill associated therewith, whether or not protectable under federal trademark laws and whether or not registered with the United States Patent & Trademark Office. Assignor further covenants to cooperate, at the expense of Assignee, with any reasonable efforts by Assignee to secure and perfect its rights under this Assignment, including, without limitation, the preparation and filing of registration documents. Assignor and Assignee have made efforts to identify all material assets, brand names, trade names, trademarks, copyrights, patents, or other intellectual property used by Assignor in the conduct of the Business and all assets without which the Business could not be conducted as presently conducted and include them on the List. However, if within one (1) year

from the Effective Date, either Assignor or Assignee discovers items that have been omitted from the List that are a part of the Business, these item(s) will be due Assignee.

2. **Cooperation.** Assignor hereby agrees that it will, at Assignee's expense, cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be reasonably necessary or desirable for transferring to Assignor all right, title and interest in, to and under the Intellectual Property.

3. **Representation.** Assignor is the sole owner of all Intellectual Property transferred herein, free of liens and encumbrances and with no licenses or transfers inconsistent herewith. The representations and warranties of Assignor contained in Section 4 of the Purchase Agreement are incorporated herein by reference.

4. **Entire Agreement.** This Assignment and the Purchase Agreement, and the other documents executed in connection with the Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

5. **Binding Effect.** This Assignment will inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Counterparts.** This Assignment may be executed in multiple counterparts, all of which shall be executed and delivered as an original and all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Assignment shall be construed and interpreted according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSIGNOR:

RECON SYSTEMS, INC.

By: Mark D. Hose

Name: Mark D. Hose

Title: President

RECON OUTDOORS, LLC,

By: Mark D. Hose

Name: Mark D. Hose

Title: Manager

ASSIGNEE:

PENTAR, LLC

By: Donald E. Qualls

Name: Donald E. Qualls

Title: Manager

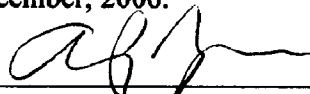
Mark D. Hose

Mark D. Hose, Individually

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **MARK D. HOSE**, as President of **RECON SYSTEMS, INC.** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily in such capacity.

Given under my hand this 8th day of December, 2006.



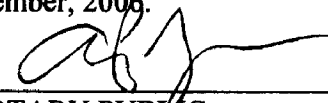
NOTARY PUBLIC
My Commission Expires: 9-14-2009

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **MARK D. HOSE**, as Manager of **RECON OUTDOORS, LLC** whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily in such capacity.

Given under my hand this 8th day of December, 2006.




NOTARY PUBLIC
My Commission Expires: 9-14-2009

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that **MARK D. HOSE**, an individual, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily in such capacity.

Given under my hand this 8th day of December, 2006.



NOTARY PUBLIC
My Commission Expires: 9-14-2009

[NOTARIAL SEAL]

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

(See attached.)

Exhibit "A" to the Asset Purchase Agreement is attached in lieu of the entire Asset Purchase Agreement and is expressly incorporated into the Assignment of Intellectual Property Rights.

EXHIBIT "A"

Assets

1. "Recon Outdoors", "Recon Security", and "No-Flash, No Dash" as a trade name, brand name, and/or trademark.
2. TALON® Class 1A Trademark – USPTO SN: 78465411; RN: 3089511
3. Talon-Extreme, Talon-IR, and Talon-Basic model and brand names and UPC codes, and derivations based substantially thereon.
4. Website domain name (www.ReconOutdoors.com).
5. All rights and interests in Intellectual Property for all of Sellers' camera designs and all camera accessory designs for cameras in paragraph 3 above.
6. Talon-Extreme, Talon-IR, and Talon-Basic
 - a. Electrical designs (schematics)
 - b. Embedded software/firmware source code with comments and associated copyrights, whether or not registered.
 - c. Printed circuit board (PCB) gerber files.
 - d. Bills of Materials (BOM)
 - e. Theory of Operation and all related documentation.
 - f. Keypads, labels, and foam ring tooling.
 - g. All CAD files of mechanical designs.
 - h. All related tooling.
7. All rights and title to the industrial design for camera enclosure by KVAC.
8. Injection mold tooling for camera enclosure.
9. Injection mold tooling for mechanical cut filter.
10. All rights and title to design and product information created by Tetracam.
11. All designs and tooling associated with Talon lockbox.
12. All Test software, test tools, test results and fixtures for cameras in paragraph 3.
13. All website materials and data, advertising materials and data, videos/, operations manuals.
14. Telephone and fax numbers.
15. All contracts with accounts, representatives, advertising agencies and media outlets.
16. All customer, consumer, consultant, supplier, field tester and representative lists or databases.
17. All sales, manufacturing, and marketing rights for Talon®, Talon-Extreme, Talon-IR, and Talon-Basic.
18. Any and all intellectual property, trade secrets, or assets created by, or derived from the work of Brett Freeman.

TRADEMARK

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19. Trade booth, product literature and other related marketing materials.
20. Service data.

ymt

