

09-21-2007

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



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103447147

To the Director of the U. S. Patent and

documents or the new address(es) below.

1. Name of conveying party(ies):

Por-Ta Target, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

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

Execution Date(s) August 20, 2007

- ☒ 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: Savage Range Systems, Inc.

Internal

Address: _____

Street Address: 100 Springdale Road

City: Westfield

State: MA

Country: U.S. Zip: 01085

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

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)

B. Trademark Registration No.(s)

1665126

Additional sheet(s) attached? ☐ Yes ☒ No

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

Por-Ta Target

Registration Date: November 19, 1991

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

Name: Albert Kasper, President

Internal Address: Savage Range Systems, Inc.

Street Address: 100 Springdale Road

City: Westfield

State: MA Zip: 01085

Phone Number: 413-568-7001

Fax Number: 413-562-7130

Email Address: dplacentini@savage-rs.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:

Albert Kasper, President

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

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: 003626 FRAME: 0219

ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This Assignment of Intellectual Property Agreement (hereinafter the "Agreement") is made as of August 20, 2007 (hereinafter the "Effective Date") by and between **PORTA TARGET, INC.**, a Florida corporation, with a principal place of business located at 515 Grant Road, Grant-Valkaria, Florida (hereinafter the "Assignor") and **SAVAGE RANGE SYSTEMS, INC.**, a Delaware corporation, with a principal place of business located at 100 Springdale Road, Westfield, Massachusetts (hereinafter the "Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party").

RECITAL

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated April 3, 2007 (the "Purchase and Sale Agreement"), pursuant to which Assignor agreed to assign, convey, sell, grant and transfer to Assignee, in addition to other assets, all rights, title and interest in the Assigned Property, as defined herein; and

WHEREAS, the Assignor has all rights required and necessary to assign, convey, sell, grant and transfer the Assigned Property to Assignee in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Assignor and Assignee agree as follows:

1. Assigned Property. Assigned Property shall mean all rights to usage of Assignor's tradename "Por-ta Target" or any derivation thereof, as well as all trademarks, service marks, and tradenames used by the Assignor in connection therewith.

2. Assignment. For good and valuable consideration including that as set forth pursuant to the Asset Purchase Agreement, the receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assigns, conveys, sells, grants and transfers to Assignee, all right, title and interest in the Assigned Property. Assignor further acknowledges that included in this Assignment is the right to bring suit to enforce any of the rights of the Assigned Property against activities which occurred before the date of this Agreement.

3. Cooperation. Assignor agrees to fully cooperate with Assignee, including, without limitation, to execute upon Assignee's written request, all documents and instruments as may be reasonably necessary to evidence or perfect, Assignee's rights, title and interest in the Assigned Property. For documents or instruments that require notarization, the foregoing obligation of Assignor shall include the obligation to obtain any such notarization, at Assignor's expense.

4. Indemnification.

4.1 Indemnification by the Assignor. Assignor hereby agrees to indemnify the Assignee from and against:

- (i) Any loss, damage, liability or expense of any kind or nature, including reasonable attorney's fees, sustained by or incurred by the Assignee as a result

of the breach or inaccuracy of any representation, warranty, covenant or agreement of the Assignor contained in this Agreement or any Exhibit or Schedule, furnished to the Assignee by the Assignor or the failure by the Assignor to perform any covenant or satisfy any condition to be performed or satisfied by the Assignor pursuant to this Agreement;

- (ii) Any loss, damage, claim, liability or expense (including reasonable attorney's fees) of any nature, whether accrued, absolute, contingent or otherwise, arising out of, in connection with, or resulting from, transactions entered into, or any state of facts or obligations existing, on or before the Closing Date, whether as the result of warranties (express or implied), third-party claims, or all tax liabilities.

4.2 Indemnification by Assignee. Assignee hereby agrees to indemnify the Assignor from and against any loss, damage, liability or expense of any kind or nature, including reasonable attorney's fees, sustained by or incurred by the Assignor as a result of the breach or inaccuracy of any representation, warranty, covenant or agreement of the Assignee contained in this Agreement or any Exhibit or Schedule, furnished to the Assignor by the Assignee or the failure by the Assignee to perform any covenant or satisfy any condition to be performed or satisfied by the Assignee.

5. Covenants and Agreements.

5.1 Assignor's Covenants and warranties. The covenants and warranties of the Assignor contained in this Agreement or otherwise made in writing by it or him or on its behalf pursuant hereto or otherwise made in connection with the transactions contemplated hereby shall be true and correct at and as of the date of this Agreement:

- (a) There is no consent required of any person necessary for Assignor to Assign the Assigned Property in accordance with the terms of this Agreement;
- (b) Assignor has the power, right, and authority to enter into this Agreement and perform its obligations hereunder;
- (c) Assignor has the power, right, and authority to assign, convey, sell, grant and transfer to Assignee good, valid and marketable title to, the Property, free and clear of all pledges, liens, security interests, or other such encumbrances or charges of any kind;
- (d) The execution, delivery, and performance of this Agreement will not violate, be in conflict with, or constitute a default under any debt or obligation of Assignor or violate any statute, law, judgment, decree, or order of any court or governmental unit;
- (e) Other than as between Assignor and Assignee, there is no action, suit, inquiry, proceeding or investigation by or before any court of governmental unit known to Assignor regarding, or otherwise relating to, any of the Property;

(f) There are no additional Trademark Rights in or regarding the assets sold under the Asset Purchase Agreement that are not included within the Assigned Property, and that there are no additional rights maintained by any party other than Assignor, pertaining to the assets that are not included within the Assigned Property.

5.2 Assignee's Covenants and Warranties. The covenants and warranties of the Assignee contained in this Agreement or otherwise made in writing by it or on its behalf pursuant hereto or otherwise made in connection with the transactions contemplated hereby shall be true and correct at and as of the Date of this Agreement.

(a) There is no consent required of any person necessary to the consummation of the transaction contemplated herein by Assignee;

(b) Assignee has the power, right, and authority to enter into this Agreement and perform its obligations hereunder;

(c) The execution, delivery, and performance of this Agreement will not violate, be in conflict with, or constitute a default under any debt or obligation of Assignor or violate any statute, law, judgment, decree, or order of any court or governmental unit.

6. Survival of Warranties. The covenants and warranties of the parties contained in this Agreement shall survive for a period of five (5) years from the expiration or earlier termination of this Agreement.

7. Amendments/Waivers. This Agreement may not be amended, nor shall any waiver, change, modification, consent or discharge be affected, except by an instrument in writing executed by or on behalf of the party against whom enforcement of any amendment, waiver, change, modification, consent or discharge is sought. Any waiver of any term or condition of this Agreement, or of the breach of any covenant, representation or warranty contained herein, in any one instance, shall not operate as or be deemed to be or construed as a further or continuing waiver of such term, condition or breach of covenant, representation or warranty, nor shall any failure at any time or times to enforce or require performance of any provision hereof operate as a waiver of or affect in any manner such party's right at a later time to enforce or require performance of such provision or of any other provision hereof; and no such written waiver, unless it, by its own terms, explicitly provides to the contrary, shall be construed to effect a continuing waiver of the provision being waived and no such waiver in any instance shall constitute a waiver in any other instance or for any other purpose or impair the right of the party against whom such waiver is claimed in all other instances or for all other purposes to require full compliance with such provision.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one such counterpart.

9. Section and Other Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way effect the meaning or interpretation of this Agreement.

10. Attorney's Fees. Should either party hereto, or any successor or assign of either party thereof, incur any cost in the enforcement of this Agreement, the party prevailing in any such dispute or litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation or dispute from the party against whom enforcement was sought.

11. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws principles. The parties hereby consent to jurisdiction and waive and agree not to plead or claim that such action or proceeding has been brought in a forum other than that within the Commonwealth of Massachusetts.

12. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

13. Entire Agreement. This Agreement, and the Asset Purchase Agreement, and any schedule, exhibit, or attachment thereto or delivered in connection therewith, shall constitute the entire Agreement between the parties and supersede all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. If there is any conflict or contradiction between this Agreement, and the other agreements mentioned herein, this Agreement shall prevail in relation to any issues arising out of or in connection with the Assigned Property.

14. Integration. The parties hereto acknowledge and agree that the Schedule attached hereto is an integral part of this Agreement, and is hereby incorporated by reference herein and made a part hereof.

15. Notices. All notices that may be required herein shall be in writing and sent certified mail, return receipt requested as follows:

To the Assignor: **PORTA TARGET, INC.**
515 Grant Road
Grant-Valkaria, FL 32909
Attention: Paul F. Scholem, President

With a copy to: **Charles Ian Nash, Esq.**
Nash, Moule & Kromash, LLP
440 South Babcock Street
Melbourne, FL 32901

To the Assignee: **SAVAGE RANGE SYSTEMS, INC.**
100 Springdale Road
Westfield, MA 01085
Attention: Albert Kasper, President

With a copy to:

Gary G. Breton, Esquire
Bacon & Wilson, P.C.
33 State Street
Springfield, MA 01103

or to such other person as the Assignor or the Assignee shall have last designated by written notice to the other party.

IN WITNESS HEREOF, the parties hereto do hereby set their respective hands and seals hereto on the date and year first written above.

PORTA TARGET, INC., Assignor

Amy B. Brooker
Witness

By:

Paul F. Scholem
Paul F. Scholem, President

STATE OF FLORIDA

State of Florida
County of Brevard

On this 20 day of August 2007, before me, the undersigned notary public, personally appeared Paul F. Scholem, proved to me through satisfactory evidence of identification, which was Florida Drivers License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as President of Porta Target, Inc..



Amy B. Brooker
Commission #DD325804
Expires: Jun 25, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Amy B. Brooker
, Notary Public
My Commission Expires:

SAVAGE RANGE SYSTEMS, INC., Assignee

[Signature]
Witness

By:

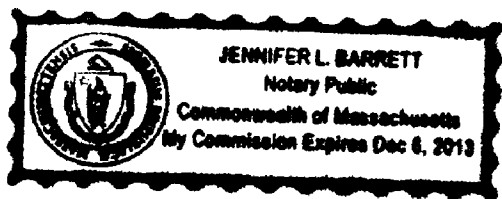
Albert Kasper
Albert Kasper, Its President
Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss

On this 5 day of September, 2007, before me, the undersigned notary public, personally appeared Albert Kasper, President of Savage Range Systems, Inc., proved to me through satisfactory evidence of identification, which was Massachusetts Drivers License, to be the person whose name is

signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as President of Savage Range Systems, Inc.



Jennifer L. Barrett, Notary Public
My Commission Expires: December 6, 2013