

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Defense Procurement/Manufacturing Services, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Minnesota
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 12, 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: DPMS Firearms, LLC

Internal _____

Address: _____

Street Address: 999 Roosevelt Trail

City: Windham

State: Maine

Country: USA Zip: 04062

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability Citizenship US

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)

77/067,305
77/067,319
77/302,079

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

Mangonel
Receiver Rug
Panther

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

Name: Allison Fulton

Internal Address: _____

Street Address: 1850 K Street, N.W., Suite 1100

City: Washington

State: DC Zip: 20006

Phone Number: (202) 835-7526

Fax Number: (202) 835-7856

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 1007

Expiration Date 11/09

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Allison Fulton
Signature

12/20/2007

Date

Allison Fulton

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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 1460, Alexandria, VA 22313-1450

OP \$90.00 77067305

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment dated as of December 13, 2007 (this "IP Assignment") is made and entered into between DPMS Firearms, LLC, a Delaware limited liability company ("Assignee"), and Defense Procurement/Manufacturing Services, Inc., a Minnesota corporation ("Assignor").

RECITALS

WHEREAS, the Assignor, Assignee, Randy E. Luth, Pamela A. Luth, and, solely with respect to Section 4.16 thereof, Bushmaster Firearms International, LLC have entered into an Asset Purchase Agreement dated November 13, 2007 (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell, assign and transfer to the Assignee the Assignor's Patents and Trademarks (collectively, the "Assignor's Intellectual Property");

WHEREAS, Assignor owns all right, title and interest in and to such Assignor's patents and patent applications identified on Schedule A (collectively, the "Patents");

WHEREAS, Assignor owns all right, title and interest in and to such Assignor's trademarks and trademark applications for registration identified on Schedule B, and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Assignor's Patents and Trademarks (collectively, the "Assignor's Intellectual Property").

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

(1) Assignor hereby agrees to and does assign and transfer to Assignee the full and exclusive right, title and interest to all of Assignor's Intellectual Property, to have and to hold forever for the use and benefit of Assignee, including without limitation the right to sue and recover for past infringements.

(2) Assignor hereby represents and warrants that Assignor owns and possesses all right, title and interest in and to such Assignor's Intellectual Property.

(3) Assignor hereby represents and warrants that, to the best of Assignor's knowledge, each Patent and Trademark is valid and enforceable and no claim challenging the validity, enforceability, or ownership of any rights relating to Assignor's Intellectual Property has been asserted or, to Assignor's knowledge, are threatened by any person, nor are there any valid grounds for any bona fide claim of any such kind.

(4) Assignor hereby represents and warrants that, to the best of Assignor's knowledge, no Patent or Trademark infringes upon any intellectual property or other proprietary right of any person or entity, and no claim relating to the infringement of any such right has been

asserted, or to Assignor's knowledge, is threatened by any person, nor are there any valid grounds for any bona fide claim of any such kind. To Assignor's knowledge, there is no material unauthorized use, infringement, or misappropriation of any of the Assignor's Intellectual Property by any third party, including any employee or former employee of Assignee.

(5) Assignor releases and waives all claims for infringement against Assignee of Assignor's Intellectual Property and hereby represents and warrants that Assignor will not bring suit for any activity relating to the use of Assignor's Intellectual Property.

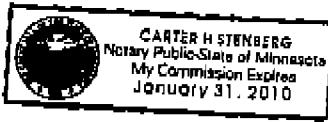
(6) At Assignee's request, and without further consideration, Assignor shall execute or cause to be executed and deliver to Assignee any instrument of sale, transfer, conveyance, assignment and confirmation and take such other action as Assignee may reasonably deem necessary or desirable in order to effectively transfer, convey and assign to Assignee, and to confirm and evidence Assignee's title to, all of the Assignor's Intellectual Property, and, to the full extent permitted by law, to put Assignee in actual possession and operating control of the Assignor's Intellectual Property and to assist Assignee in exercising all rights with respect thereto.

(7) This IP Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof.

(8) This IP Assignment may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be executed on the date set forth above.

By: Defense Procurement/Manufacturing Services, Inc. (Assignor)



Name: Ray Luth Title: President J

STATE OF Minnesota)
) SS.
COUNTY OF Lyon)

On this 12 day of December, 2007, there appeared before me Carter H. Stenberg personally known to me, who acknowledged that he/she signed the foregoing Agreement as his/her voluntary act and deed with full authority to do so.

Notary Public

By: DPMS Firearms, LLC (Assignee)

Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ day of December, 2007, there appeared before me _____ personally known to me, who acknowledged that he/she signed the foregoing Agreement as his/her voluntary act and deed with full authority to do so.

Notary Public

NY1 #3472670

TRADEMARK

Schedule A

PATENTS

Ser. No.	Title	Issue Date
Issued Patents		
5,761,841	Firearm Magazine For Use With A Rifle	June 9, 1998
6,293,040	Interchangeable Weapon Receiver For Alternate Ammunition	Sept. 25, 2001
6,732,467	Flip Up Gun Sight	May 11, 2004
6,761,101	Firearms Receiver Block and Method of Using Same	July 13, 2004
6,945,154	Finned Carbine Handguard Assembly	Sept. 20, 2005
Patent Applications		
11/532,706	Receiver Gasket	Filed Sept. 18, 2006
29/249,058	Rifle Receiver Trigger Gasket	Filed Sept. 18, 2006

Schedule B**TRADEMARKS**

Trademark/Trade Name	US Application Number	Filing Date	Status
MANGONEL	77/067,305	Dec. 19, 2006	Not Registered
RECEIVER RUG	77/067,319	Dec. 19, 2006	Not Registered
PANTHER	77/302,079	Oct. 11, 2007	Not Registered

NY1-#3472670

RECORDED: 12/20/2007

TRADEMARK
REEL: 003685 FRAME: 0373