

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Armament Corp.		10/02/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	AAC Acquisitions, LLC
Street Address:	870 Remington Drive, PO Box 700
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27025
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3491907	ADVANCED ARMAMENT CORP.
Registration Number:	3484788	ADVANCED ARMAMENT CORP. MADE IN U.S.A
Registration Number:	3484735	SEE NO EVIL HEAR NO EVIL SPEAK NO EVIL ADVANCED-ARMAMENT.COM
Registration Number:	3484206	AAC
Registration Number:	3484205	ADVANCED ARMAMENT
Registration Number:	3649499	
Serial Number:	77441093	AAC SILENCER SEMINAR
Serial Number:	77441091	AAC SILENCER SHOOT
Serial Number:	77441090	SCILENT
Serial Number:	77391739	BLACKOUT
Serial Number:	77391735	BLACKOUT A DIVISION OF ADVANCED ARMAMENT CORP. MADE IN U.S.A.
Serial Number:	77373916	SILENT ARMY
Serial Number:	77362294	FRONT TOWARD ENEMY

CH \$440.00 3491907

Serial Number:	77014585	SCAR SD
Serial Number:	77770910	ADVANCED ARMAMENT CORP. SILENCER SHOOT & SEMINAR
Serial Number:	77770918	BLACKOUT
Serial Number:	77770899	ADVANCED ARMAMENT CORP. SILENCERS MADE IN THE USA

CORRESPONDENCE DATA

Fax Number: (336)548-7716
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: Jesse.Walcott@freedom-group.com
Correspondent Name: AAC Acquisitions, LLC
Address Line 1: 870 Remington Drive, PO Box 700
Address Line 4: Madison, NORTH CAROLINA 27025

ATTORNEY DOCKET NUMBER:	39435.00400
NAME OF SUBMITTER:	Michael D. Marin
Signature:	/mdm/
Date:	10/09/2009

Total Attachments: 6
source=Trademark Assignment#page1.tif
source=Trademark Assignment#page2.tif
source=Trademark Assignment#page3.tif
source=Trademark Assignment#page4.tif
source=Trademark Assignment#page5.tif
source=Trademark Assignment#page6.tif

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment") is entered into this 2nd day of October, 2009, by and between Advanced Armament Corp. ("Seller"), a Georgia corporation, having an office at 1434 Hillcrest Road, Norcross, GA 30093, USA, and AAC Acquisitions, LLC ("Buyer"), a Delaware limited liability company, and their heirs or assignees, having an office at 870 Remington Drive, PO Box 700, Madison, NC 27025.

W I T N E S S E T H:

WHEREAS, this Assignment is a condition of closing the purchase of substantially all of the assets, and the assumption of certain liabilities, of Seller, including assets used in the manufacture, distribution and sale of silencers sold by Seller, by Buyer pursuant to an Asset Purchase Agreement, dated as of the date hereof, by and between Seller and Buyer; and

WHEREAS, Seller is the owner of the United States registered trademarks, trademark applications, and common law trademarks (the "Marks") set forth on Schedule A hereto;

WHEREAS, Buyer desires to obtain from Seller and Seller desires to transfer, assign and otherwise convey to Buyer any and all of Seller's rights, title and interest in, to and under the Marks, and the good will associated therewith, including all United States Trademark Registrations (the "Registrations") set forth in Schedule A.

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

1. Seller does hereby transfer, assign and otherwise convey to Buyer and Buyer hereby accepts the assignment and transfer of, all of Seller's right, title and interest in, to and under (1) the Marks, together with the goodwill associated with and symbolized by the Marks, and all marks consisting of or comprising the Marks, and the Registrations, including any renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the date hereof and hereafter, (2) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Buyer's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Seller hereby agrees to perform all acts reasonably necessary and appropriate to vest in Buyer, or to its successors and assigns, the rights hereby transferred including, but not limited to, filing assignment documents in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, and to promptly execute all papers and to perform such other necessary and appropriate acts as may be reasonably


requested by Buyer in order to obtain assignment documents in recordable form and to vest the rights, title and interest hereby transferred.

3. This Assignment shall be governed and construed according to the laws of the United States of America applicable to trademarks.

4. This Assignment shall inure to the benefit of the successors and assigns of Buyer, and shall be binding upon the successors and assigns of Seller.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized representatives as of October 1, 2009.

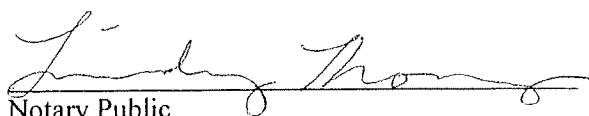
ADVANCED ARMAMENT CORP.

By: 
Name: Kevin Brittingham
Title: Chief Executive Officer

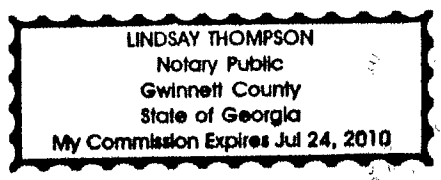
STATE OF Georgia)
) ss.
COUNTY OF Gwinnett

On this 1 day of October, 2009, before me, the undersigned, a Notary Public in and for said county and state, appeared Kevin Brittingham, to me personally known, who being by me duly sworn, did say that he is the Chief Executive Officer of Advanced Armament Corporation, a Georgia corporation, and that this Assignment was signed in behalf of said corporation by authority of its Board of Directors, and said Kevin Brittingham acknowledged the foregoing Assignment to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.


Notary Public

My Commission Expires:
July 24, 2010



AAC ACQUISITIONS, LLC

By: [Signature]
Name: Stephen P. Jackson, Jr.
Title: CFO

STATE OF North Carolina
COUNTY OF Rockingham) ss.

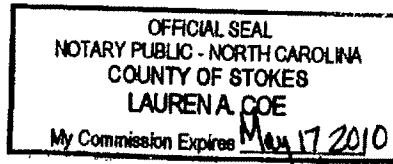
On this 1st day of October, 2009, before me, the undersigned, a Notary Public in and for said county and state, appeared Stephen P. Jackson, Jr., to me personally known, who being by me duly sworn, did say that he/she is the CFO of AAC Acquisitions, LLC, a Delaware limited liability company, and that this Assignment was signed in behalf of said limited liability company by authority of its Board of Directors, and said CFO acknowledged the foregoing Assignment to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

[Signature]
Notary Public

My Commission Expires:

May 17, 2010










Schedule A

Advanced Armament Corp. Registered Trademarks and Trademark Applications

Trademark	Registration Number	Application Number
ADVANCED ARMAMENT CORP.	3,491,907	
ADVANCED ARMAMENT CORP. Skull Logo Design	3,484,788	
SEE NO EVIL HEAR NO EVIL SPEAK NO EVIL ADVANCED- ARMAMENT.COM & Design	3,484,735	
AAC Logo	3,484,206	
ADVANCED ARMAMENT (Restroom Man) Logo	3,484,205	
AAC SILENCER SEMINAR		77/441,093
AAC SILENCER SHOOT		77/441,091
SCILENT		77/441,090
SOLDIER Design	3,649,499	
BLACKOUT & Spade Design		77/391,739
BLACKOUT & Design		77/391,735
SILENT ARMY		77/373,916
FRONT TOWARD ENEMY		77/362,294
SCAR SD		77/014,585
ADVANCED ARMAMENT CORP. SILENCER SHOOT & SEMINAR		77/770,910
BLACKOUT		77/770,918
ADVANCED ARMAMENT CORP. SILENCERS MADE IN THE USA (Lady Liberty logo)		77/770,899

Advanced Armament Corporation Common Law Trademarks

Trademark	Image
RANGER 2	
M4-1000	
M4-2000	
416-SD	
SPR/M4	
249-SD	
CYCLONE	
CYCLONE-K	
762-SD	
SCAR-SD	
SCAR-H SD	
240-SD	
TITAN	
TITAN-QD	
CYCLOPS	
EVOLUTION	
EVO-9	
AVIATOR	
PILOT	
ELEMENT	
MP7-SD2	
A.S.A.P. SYSTEM	
M.I.T.E.R.	
SCARmore	
SILENT ARMY APPAREL	
Ti-RANT	
FRONT TOWARD ENEMY	
BRANDED FOR LIFE	
SILENCING IS NOT A CRIME	
Flag design	
Restroom girl	

Ninja	
Hear No Evil	
I (skull) AAC	
Silhouette	
Sport	
Illegal	