

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
Barnes Bullets, Inc.		12/31/2009	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	BB Acquisitions Holding, LLC		
Street Address:	870 Remington Drive		
Internal Address:	PO Box 700		
City:	Madison		
State/Country:	NORTH CAROLINA		
Postal Code:	27025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78730460	EXPANDER	
Serial Number:	78744713	XLC	
Serial Number:	77786189	BARNES TSX	
Serial Number:	77349228	TSX	
Serial Number:	77197245	VARMINT GRENADE	
Serial Number:	74044793	X BULLET	
Serial Number:	74204297	X	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5074		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5074		
Email:	chow@milbank.com		
Correspondent Name:	Christopher Hower		
Address Line 1:	1 Chase Manhattan Plaza		

CH \$190.00 78730460

900151375

**TRADEMARK
 REEL: 004125 FRAME: 0379**

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 39435.00600

NAME OF SUBMITTER: Christopher Hower

Signature: /s/ Christopher Hower

Date: 01/06/2010

Total Attachments: 5

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

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment") is entered into this 31st day of December, 2009, by and between Barnes Bullets, Inc. ("Seller"), a Utah corporation, having an office at 38 North Frontage Road, Mona, UT 84645, USA., and BB Acquisitions Holding, 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 December 31, 2009.

BB Acquisitions Holding, LLC

By: SFP. M.
Name: Stephen P. Jackson, Jr.
Title:

STATE OF North Carolina
COUNTY OF Guilford) ss.

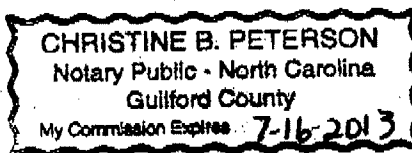
On this 31 day of December, 2009, before me, the undersigned, a Notary Public in and for said county and state, appeared Stephen P Jackson JR., to me personally known, who being by me duly sworn, did say that he/she is the CFO of BB Acquisitions Holding, LLC, a Delaware limited liability company, and that this Assignment was signed in behalf of said corporation by authority of its Board of Directors, and said CFO 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.

Christine B Peterson
Notary Public

My Commission Expires:

7-16-2013



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Barnes Bullets, Inc.

By: Randy Brooks
Name: RANDY C BROOKS
Title: PRESIDENT

STATE OF Utah)
) ss.
COUNTY OF Juab)

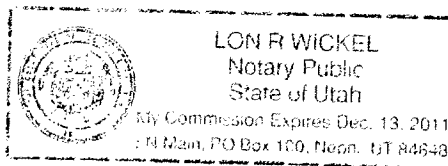
On this 30th day of December, 2009, before me, the undersigned, a Notary Public in and for said county and state, appeared Randy C Brooks, to me personally known, who being by me duly sworn, did say that ~~he~~ she is the President of Barnes Bullets, Inc., a Utah corporation, and that this Assignment was signed in behalf of said limited liability company by authority of its Board of Directors, and said Randy C Brooks 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.

Lon R Wickel
Notary Public

My Commission Expires:

December 13, 2011



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Schedule A

Barnes Bullets, Inc. Registered Trademarks and Trademark Applications

MARK	SERIAL NO.	REGISTRATION NO.	FILING DATE	REGISTRATION DATE
EXPANDER	78730460	3320532	10/11/2005	10/23/2007
XLC	78744713	3168071	11/01/2005	11/07/2006
BARNES TSX	77786189		07/21/2009	
TSX	77349228		12/11/2007	
VARMINT GRENADE	77197245	3421758	06/04/2007	05/06/2008
X BULLET	74044793	1632289	04/02/1990	01/22/1991
X	74204297		09/17/1991	

Barnes Bullets, Inc. Common Law Trademarks

MARK
BARNES
MRX
XPB
MZ
TMZ
T-EZ
SPIT-FIRE MZ
SPIT-FIRE TMZ
BANDED SOLIDS
M/LE
TAC-X
TAC-LR
TAC-XP
TAC-RRLP
UNLEADED. UNFAILING. UNBEATABLE.
DEFORMANCE