

TO:MICHAEL PATRICK, ESQ, RENZULLI LAW FIRM COMPANY:81 MAIN STREET

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**06/22/2010**  
**900165225**

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type                             |
|-----------------------|----------|----------------|---|
| Magnum Research, Inc. |          | 08/08/2010     | INC. <del>ASSOCIATION</del> : Minnesota |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Saeilo Enterprises, Inc.               |
| <b>Street Address:</b> | 1 Blue Hill Plaza                      |
| <b>City:</b>           | Pearl River                            |
| <b>State/Country:</b>  | NEW YORK                               |
| <b>Postal Code:</b>    | 10965                                  |
| <b>Entity Type:</b>    | INC. <del>ASSOCIATION</del> : Delaware |

**PROPERTY NUMBERS Total: 20**

| Property Type        | Number   | Word Mark            |
|----------------------|----------|----------------------|
| Serial Number:       | 77111735 |                      |
| Serial Number:       | 77111774 |                      |
| Serial Number:       | 77120158 |                      |
| Serial Number:       | 77120163 |                      |
| Registration Number: | 2005931  |                      |
| Registration Number: | 3428362  |                      |
| Registration Number: | 1833280  | BABY EAGLE           |
| Registration Number: | 1822625  | DESERT EAGLE         |
| Registration Number: | 3428352  | DESERT EAGLE         |
| Registration Number: | 3825883  | DESERT EAGLE         |
| Registration Number: | 3829796  | DESERT EAGLE         |
| Registration Number: | 2394758  | MAGNUM LITE GRAPHITE |
| Registration Number: | 3825867  | MAGNUM RESEARCH      |
| Registration Number: | 3829795  | MAGNUM RESEARCH      |

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|                      |         |  |
|----------------------|---------|--|
| Registration Number: | 3530915 | MAGNUM RESEARCH                                |
| Registration Number: | 3065849 | MAGNUM RESEARCH                                |
| Registration Number: | 1932739 | MAGNUM UNIVERSITY ARMAS INGENTIA DESDE MCMLXXX |
| Registration Number: | 3684574 | MICRO DESERT EAGLE                             |
| Registration Number: | 1941682 | MOUNTAIN EAGLE RIFLE                           |
| Registration Number: | 3825666 | PICUDA   |

## CORRESPONDENCE DATA

Fax Number: (914)285-1213

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 9142850700

Email: MPatrick@renzullilew.com

Correspondent Name: Michael Patrick, Esq, Renzulli Law Firm

Address Line 1: 81 Main Street

Address Line 2: Suite 508

Address Line 4: White Plains, NEW YORK 10601

ATTORNEY DOCKET NUMBER:

3945.013

NAME OF SUBMITTER:

Michael Patrick, Esq

Signature:

/MP/

Date:

06/22/2010

## Total Attachments: 13

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REEL: 004239 FRAME: 0180

TO:MICHAEL PATRICK, ESQ, RENZULLI LAW FIRM COMPANY:81 MAIN STREET

**INTELLECTUAL PROPERTY & PROPRIETARY PROPERTY  
ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY & PROPRIETARY PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 9<sup>th</sup> day of June, 2010, by and between Magnum Research, Inc., a Minnesota corporation (Assignor), and Saeño Enterprises, Inc. a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of rights, titles, and interests in and to certain trademarks, patents, copyrights, domain names and other intangible assets as set forth on the attached Schedule A (the "Intellectual Properties");

WHEREAS, simultaneously with the Agreement, Assignee (and/or its affiliate or subsidiary) purchased certain of the assets of Assignor, including but not limited to, all of Assignor's right, title and interest in and to the Intellectual Properties; and

WHEREAS, Assignor desires to sell, convey, transfer, assign, and deliver to the Assignee all of Assignor's right, title and interest in and to the Intellectual Properties, along with all of its associated goodwill in the United States and world-wide (if any).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

**1. Assignment of Intellectual Property, Domain Names, Intangible Assets.**

1.1 Subject to the terms set forth herein, Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee all of its right, title and interest in and to the Intellectual Properties together with (1) all of its goodwill (if any) of the business in the goods in respect of which the said Intellectual Properties are related, applied for and/or have been used; (2) all income, royalties and damages that become due or payable to the Assignor with respect to the Intellectual Properties, including damages and payments for past or future infringements and misappropriations of the Intellectual Properties; and (3) all rights to sue for past, present, and future infringements or misappropriation of the Intellectual Properties.

1.2 Effective as of the date of this Agreement, Assignor sells, transfers, conveys, assigns and delivers to the Assignee all right, title and interest of Assignor in and to its goodwill and all other intangible assets currently used, or intended to be used, exclusively in connection with the business of Assignor, including, but not limited to, any and all of Assignor's trade secrets, inventions, designs, copyrights, domain names, non-registered trademarks and other intellectual property, and know how, manufacturing methods and processes (the "Intangible Assets").

1.3 The parties agree to perform, sign, swear and/or execute all such further and other acts, deeds, documents, matters or things as may be reasonably required by the Assignee or reasonably considered necessary, desirable or proper to give effect to the transfer and assignment of Assignor's right, title and interest to the Intellectual Properties, as set forth herein.

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**2. No Agency**

2.1 The Parties agree that the relationship between Assignor and the Assignee under this Agreement is that of principal to principal and no agency shall be established as a result of this Agreement.

**3. Waiver**

3.1 The waiver by either party of a breach or default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege of such party.

**4. Entire Agreement and Modifications**

4.1 The parties acknowledge that this instrument sets forth the entire agreement and understanding of the parties hereto relating solely to the subject matter hereof and supersedes all previous communications, representations and understandings, either oral or written, between the parties relating to the subject matter hereof, except prior written agreements signed by both parties, and shall not be subject to any change or modification except by the signing of a written instrument by or on behalf of both parties.

**5. Notices.**

5.1 All notices, communications and other correspondence required or permitted by this Agreement shall be in writing and shall be sent by (a) facsimile, with confirmation copy sent by registered first class airmail, (b) by personal delivery with acknowledgement of receipt or (c) by registered, first class air mail, return receipt requested and postage prepaid, to the following:

*If to Seller:*  
John R. Risdall  
Risdall Marketing Group  
550 Main Street  
New Brighton, MN 55112  
Tel: (651) 286-6701  
Fax: (651) 631-2561

*Copy to:*  
Mark T. Johnson  
Winthrop & Weinstine, P.A.  
225 South Sixth Street, Suite 3500  
Minneapolis, Minnesota 55402  
Tel: (612) 604-6607  
Fax: (612) 604-6907

*If to Buyer: To Be Determined*

*Copy to:*  
Christopher Renzulli, Esq.  
Renzulli Law Firm, LLP  
81 Main Street, Suite 508  
White Plains, New York 10601  
Tel: (914) 285-0700  
Fax: (914) 285-1213

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All such notices, communications and correspondence shall be sent and deemed to have been received as follows: (i) if by facsimile, upon receipt of the confirmation copy; and (ii) if by personal delivery, courier or registered, first class airmail, upon receipt or refusal of delivery. Parties may change the address to which notices are to be sent by a notice given in accordance with these provisions.

**6. Severability.**

6.1 Both parties intend to make this Agreement binding only to the extent that it may be lawfully done under existing applicable law as identified herein. If any sentence, paragraph, clause or combination of the same is in violation of any applicable law, that portion which is in violation shall be severed from this Agreement and the remainder of this Agreement shall remain binding upon the parties hereto, except that no release or license is granted, expressly or by implication, unless taxes and fees are paid herein.

**7. Governing Law, Venue and Choice of Forum.**

7.1 This Agreement shall be construed, and the legal relations between the parties shall be determined, in accordance with the substantive laws of the State of Minnesota and the laws of the United States of America.

**8. Representations and Warranty.**

8.1 Each party represents and warrants that it has the full right and power to enter into this Agreement and that there are no outstanding agreements, assignments, or encumbrances to which the representing party is bound which may restrict, or prohibit entry into, or performance under, this Agreement.

**9. Confidentiality.**

9.1 The parties and their agents agree that they will treat as confidential the contents of this Agreement, shall take all reasonable precautions to keep them confidential and shall not disclose to others the contents of this Agreement except as required by law or in order to enforce their respective rights hereunder; provided, however, that this obligation of confidentiality does not preclude either party from divulging to others only the fact that this Agreement exists.

**10. Miscellaneous.**

10.1 The headings of the several sections are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement.

10.2 This Agreement may be executed in any number of copies, but all of such counterparts together shall constitute one and the same Agreement. The parties also agree to be legally bound hereby even though the signature pages initially exchanged may contain only facsimile-transmitted signatures, subject to their post-signing exchange of original signature pages as soon as practicable.

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10.3 Each party acknowledges that it has executed this Agreement with its full knowledge and understanding of its content. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.

10.4 This Agreement shall inure to the benefit of all is binding upon the respective successors and assigns or assignor and assignee.

10.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to the conflict of laws and rules thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed effective as of the date first above written.

SAEILO ENTERPRISES, INC.

MAGNUM RESEARCH, INC.

By: *[Signature]*  
*Katsuya Okamoto*  
Title: *Vice President*

By: *[Signature]*  
*John R. Risdall, Chairman*

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**SCHEDULE A**

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PATENTS

| Country | Title  | Filing Date | App. No.   | Issue Date | Pat. No.  | Record Owner          | Status  |
|---------|--|-------------|------------|------------|-----------|-----------------------|---|
| US      | Composite Tube for a Gun Barrel  | 11/29/95    | 08/564,787 | 2/11/97    | 5,600,912 | Magnum Research, Inc. | All maintenance fees paid.                            |
| US      | Composite Tube for Gun Barrel  | 6/30/99     | 09/343,868 | 5/15/01    | 6,230,429 | Magnum Research, Inc. | Current; 12 <sup>th</sup> yr. maint. fee due 11/16/12 |
| US      | Composite Tube for Gun Barrel  | 1/18/01     | 09/765,247 | 10/1/02    | 6,457,274 | Magnum Research, Inc. | Current; 12 <sup>th</sup> yr. maint. fee due 4/2/14   |
| US      | Aluminum Composite for Gun Barrels   | 11/28/00    | 09/724,220 | 11/19/02   | 6,482,248 | Magnum Research, Inc. | Current; 12 <sup>th</sup> yr. maint. fee due 5/20/14  |
| US      | Conversion Kit and Method for a Ruger 10/22 Semi-Automatic .22 Caliber Rim Fire Rifle to Shoot .17 Mach 2 Cartridges | 11/21/05    | 11/284,372 | 12/4/07    | 7,302,881 | Magnum Research, Inc. | Current; 4 <sup>th</sup> yr. maint. fee due 6/7/11    |
| US      | Conversion Kit and Method for a Ruger 10/22 Semi-Automatic .22 Caliber Rim Fire Rifle to Shoot .17 Mach 2 Cartridges | 6/26/07     | 11/768,566 |            |           |                       | Issue fee paid 4/29/10                                |
| US      | Semi-Automatic Gas Assisted Rifle with Gas Dispersion  | 9/12/07     | 11/854,117 |            |           |                       | Amendment filed 4/28/10; awaiting PTO action          |
| US      | Semi-Automatic Pistol  | 4/28/09     | 29/536,991 | 4/27/10    | D614,716  | Magnum Research, Inc. | Design patent-- no maintenance fees due               |

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REEL: 004239 FRAME: 0186


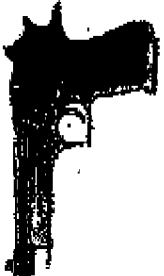
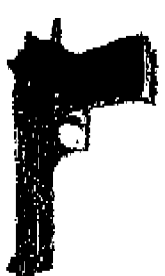




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TRADEMARKS

| Mark  | Serial No./<br>Reg. No. | Filing Date/<br>Reg. Date | Status/<br>Country | Int'l Class/<br>Goods/Services  | Next Action   |
|---|-------------------------|---------------------------|--------------------|---|---|
|    | 77/111,735              | 02/20/2007                | Pending<br>U.S.    | Class 13: Firearms, pistols, air guns, and<br>airsoft guns  | 9/2/2010<br>Response to Office<br>Action                        |
|    | 77/111,774              | 02/20/2007                | Pending<br>U.S.    | Class 13: Firearms and pistols  | 9/2/2010<br>Response to Office<br>Action                        |
|    | 77/120,158              | 03/01/2007                | Pending<br>U.S.    | Class 13: Firearms and pistols  | 9/2/2010<br>Response to Office<br>Action                        |
|  | 77/120,163              | 03/01/2007                | Pending<br>U.S.    | Class 13: Firearms and pistols  | 9/2/2010<br>Response to Office<br>Action                        |
|  | 2,005,931               | 10/08/1996                | Registered<br>U.S. | Class 13: Hand held firearms, namely<br>pistols and rifles, ammunition and<br>accessories therefor<br>Class 25: Clothing, namely sport shirts, t-<br>shirts, sweatshirts, caps and hats | 10/08/2016<br>Declaration of Use/<br>Renewal Application<br>Due |


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| Mark  | Serial Nos./<br>Reg. No. | Filing Date/<br>Reg. Date | Status/<br>Country    | Int'l Class/<br>Goods/Services  | Next Action   |
|---|--------------------------|---------------------------|-----------------------|---|---|
|  | 3,426,362                | 05/13/2008                | Registered<br>U.S.    | Class 8: Cutlery; namely, pocket knives and sporting knives   | 05/13/2014<br>Declaration of Use/<br>Incontestability Due       |
| BABY EAGLE  | 1,833,280                | 04/26/1994                | Registered<br>U.S.    | Class 13: Hand held firearms; namely, pistols   | 04/26/2014<br>Declaration of Use/<br>Renewal Application<br>Due |
| DESERT EAGLE  | 419521                   | 06/09/1986                | Registered<br>Belgium | Class 13: Firearms  | 06/09/2016<br>Renewal Due                                       |
| DESERT EAGLE  | 333844                   | 11/06/1987                | Registered<br>Canada  | Class 13: Small firearms.   | 11/06/2017<br>Renewal Due                                       |
| DESERT EAGLE  | 20041578                 | 05/18/2004                | Registered<br>Denmark | Class 9: Optical apparatus and instruments, including binoculars, sights as well as laser weapons, air soft guns, toy weapons and model weapons, as well as replica weapons; apparatus for recording, transmission or reproduction of sound or images, including apparatus for use only with television receivers and amusement apparatus incorporating television or projection screens, adapted for use with replica or model firearms for virtual shooting, magnetic data carriers, data processing equipment, including all computer programs and software regardless of recording media or means of dissemination, computer games, video games and computer software programs for use with apparatus for use only with television receivers, automatic reading machines and mechanisms for coin-operated apparatus, including apparatus adapted for use with replica or model firearms for virtual | 05/18/2014<br>Renewal Due                                       |

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TO:MICHAEL PATRICK, ESQ, RENZULLI LAW FIRM COMPANY:61 MAIN STREET

| Mark | Serial No./<br>Reg. No. | Filing Date/<br>Reg. Date | Origin<br>Country | Int'l Class<br>Good/Services  | Next Action |
|------|-------------------------|---------------------------|-------------------|---|-------------|
|      |                         |                           |                   | <p>shooting; protective masks, protective gloves and safety goggles</p> <p><u>Class 13</u>: Firearms, i.e. gas weapons and air soft guns (sporting firearms) (not included in Class 28); ammunition and projectiles, ie ammunition and projectiles for use in gas weapons and air soft guns (not included in Class 28)</p> <p><u>Class 28</u>: Games and playthings, including toy articles and toy equipment, ie toy weapons and model as well as replica weapons, spare parts, upgrade parts and extra parts for toy weapons and model as well as replica weapons, ammunition and projectiles (not included in Class 13), consumables, propellants and any other fittings for toy weapons and model as well as replica weapons; gymnastic and sporting articles (not included in other classes), including sporting articles and equipment, ie air soft guns (playthings) and model as well as replica weapons, spare parts, upgrade parts and extra parts for air soft guns (playthings) and model as well as replica weapons, ammunition and projectiles (not included in Class 13), consumables, propellants and any other fittings for air soft guns (playthings) and model as well as replica weapons; protective padding (sports suits)</p> |             |

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TO:MICHAEL PATRICK, ESQ, RENZULLI LAW FIRM COMPANY:81 MAIN STREET

| Mark         | Serial No./<br>Reg. No. | Filing Date/<br>Reg. Date | Status/<br>Country              | Int'l Class<br>Goods/Services   | Next Action               |
|--------------|-------------------------|---------------------------|---------------------------------|---|---------------------------|
| DESERT EAGLE | 1288869                 | 08/21/2000                | Registered<br>European<br>Union | <p><u>Class 2:</u> Measuring, sighting or simulating apparatus and instruments for shooting, recorded video games, automatic and coin operated video games, apparatus for games and entertainment adapted for use with television receivers only</p> <p><u>Class 28:</u> Model and replica weapons, their constituent parts (except sighting telescopes), projectiles and ammunition for these models and replicas</p> <p><u>Class 38:</u> Communications by computer terminals, telecommunication services</p> | 08/25/2019<br>Renewal Due |
| DESERT EAGLE | 101489                  | 05/05/1988                | Registered<br>Finland           | <u>Class 13:</u> Weapons  | 05/05/2018<br>Renewal Due |
| DESERT EAGLE | 1388310                 | 06/09/1986                | Registered<br>France            | <u>Class 13:</u> Firearms, ammunition and projectiles   | 06/09/2016<br>Renewal Due |
| DESERT EAGLE | 1104373                 | 07/01/1996                | Registered<br>Germany           | <u>Class 13:</u> Firearms   | 06/07/2016<br>Renewal Due |
| DESERT EAGLE | 62816                   | 02/21/1986                | Registered<br>Israel            | <u>Class 13:</u> Firearms   | 02/21/2021<br>Renewal Due |
| DESERT EAGLE | 761932                  | 06/23/1986                | Registered<br>Italy             | <u>Class 13:</u> Small firearms   | 06/23/2016<br>Renewal Due |
| DESERT EAGLE | 1151274                 | 06/05/1987                | Registered<br>Spain             | <u>Class 13:</u> Small firearms   | 06/16/2016<br>Renewal Due |
| DESERT EAGLE | 247242                  | 06/10/1986                | Registered<br>Switzerland       | <u>Class 13:</u> Firearms   | 06/10/2016<br>Renewal Due |

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| Mark  | Serial No./<br>Reg. No. | Filing Date/<br>Reg. Date | Status/<br>Country        | Int'l Class/<br>Goods/Services   | Next Action   |
|---|-------------------------|---------------------------|---------------------------|--|---|
| DESERT EAGLE  | 469019                  | 08/26/1999                | Registered<br>Switzerland | Class 9: Apparatus and measuring instruments, sighting or simulation for shooting, recordings for video games, automatic coin operated amusement machines, apparatus for games and entertainment designed for use only with television receivers<br>Class 28: Models and replicas arms (games for adults), spare parts (except spectacle sights), projectiles and ammunition for these models and replicas | 08/26/2019<br>Renewal Due                                       |
| DESERT EAGLE  | 1,822,625               | 02/22/1994                | Registered<br>U.S.        | Class 13: Firearms   | 02/22/2014<br>Declaration of Use/<br>Renewal Application<br>Due |
| DESERT EAGLE  | 3,426,352               | 05/13/2008                | Registered<br>U.S.        | Class 8: Cutlery; namely, pocket knives and sporting knives  | 05/13/2014<br>Declaration of Use/<br>Incontestability Due       |
| DESERT EAGLE  | 3,625,663               | 05/26/2009                | Registered<br>U.S.        | Int'l Class: 13<br>Firearms and parts therefor; replica firearms; ammunition; gun cases  | 05/26/2015<br>Declaration of Use/<br>Incontestability Due       |
| DESERT EAGLE  | 3,629,796               | 06/02/2009                | Registered<br>U.S.        | Class 25: Clothing and hats  | 06/02/2015<br>Declaration of Use/<br>Incontestability Due       |
| MAGNUM LIFE  | 2,394,758               | 10/17/2000                | Registered<br>U.S.        | Class 13: firearm barrels  | 10/17/2020<br>Declaration of Use/<br>Renewal Application<br>Due |


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| Mark  | Serial No./<br>Reg. No. | Filing Date/<br>Reg. Date | State/<br>Country  | Int'l. Class/<br>Good/Service   | Next Action   |
|---|-------------------------|---------------------------|--------------------|---|---|
| MAGNUM RESEARCH   | 3,625,667               | 05/26/2009                | Registered<br>U.S. | Class 37: Repair or maintenance of firearms;<br>and gunsmithing, namely, repair and<br>refinishing of guns  | 05/26/2015<br>Declaration of Use/<br>Incontestability Due       |
| MAGNUM RESEARCH   | 3,629,795               | 06/02/2009                | Registered<br>U.S. | Class 25: Clothing and hats   | 06/02/2015<br>Declaration of Use/<br>Incontestability Due       |
| MAGNUM RESEARCH   | 3,530,915               | 11/11/2008                | Registered<br>U.S. | Class 35: On-line retail store services<br>featuring firearms, replica firearms,<br>ammunition, clothing, and firearm parts and<br>accessories  | 11/11/2014<br>Declaration of Use/<br>Incontestability Due       |
| MAGNUM RESEARCH   | 3,665,649               | 8/11/2009                 | Registered<br>U.S. | Class 12: Firearms; replica firearms,<br>ammunition, cleaning implements and tools<br>for firearms, namely, a universal cleaning<br>tool including brushes and rods, gun cleaner<br>and gun oil; and firearm parts and<br>accessories, namely, internal replacement<br>parts for firearms, holsters, magazines,<br>grips, scope mounts, scope rings and bases | 8/11/2015<br>Declaration of Use/<br>Incontestability Due        |
|  | 1,932,739               | 11/07/1995                | Registered<br>U.S. | Class 25: Clothing, namely coats, jackets,<br>sport shirts, t-shirts, sweatshirts, pants, caps<br>and hats  | 11/07/2015<br>Declaration of Use/<br>Renewal Application<br>Due |
| MICRO DESERT EAGLE  | 3,664,574               | 8/4/2009                  | Registered<br>U.S. | Class 13: Firearms  | 8/4/2015<br>Declaration of Use/<br>Incontestability Due         |


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| Mark   | Serial No./<br>Reg. No. | Filing Date/<br>Reg. Date | Status/<br>Country    | Int'l Class/<br>Goods/Services               | Next Action<br>Date   |
|--|-------------------------|---------------------------|-----------------------|--|---|
| MOUNTAIN EAGLE RIFLE   | 1,941,682               | 12/12/1995                | Registered<br>U.S.    | Class 12: Hand held firearms; namely, rifles | 12/12/2015<br>Declaration of Use/<br>Renewal Application<br>Due |
| PICUDA   | 3,625,666               | 05/26/2009                | Registered<br>U.S.    | Int'l Class 13<br>Firearms                   | 05/26/2015<br>Declaration of Use/<br>Incontestability Due       |
|  | 2007-0541               | 6/27/07                   | Registered<br>Indiana | Firearms, pistols                            | 6/26/2012<br>Expiration   |