

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The American Parts Company		11/02/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Remington Arms Company, LLC
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85720012	LAREDO
Serial Number:	85720023	LARIAT
Serial Number:	85720031	VETERAN
Registration Number:	4018024	TIMBERSMITH
Registration Number:	3995346	TACTICAL TRAINER
Registration Number:	3873248	RAZR
Registration Number:	3719888	INTRAFUSE
Registration Number:	3380627	TAPCO

CORRESPONDENCE DATA

Fax Number: 3367338473
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (336) 721-3747
 Email: trademarkswinston@wcsr.com
 Correspondent Name: Randel S. Springer

Address Line 1: Womble Carlyle Sandridge & Rice, LLP
Address Line 2: One West Fourth Street
Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER: 27584.0946.8

NAME OF SUBMITTER: Randel S. Springer

Signature: /Randy Springer/

Date: 12/14/2012

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”), dated as of November 2, 2012 (the “**Effective Date**”) is made between The American Parts Company, The American Parts Company, a Georgia corporation located at 1325 Chastain Rd, Suite 400, Kennesaw, GA 30144 (“**Assignor**”), and Remington Arms Company, LLC, a Delaware limited liability company, located at 870 Remington Drive, Madison, North Carolina 27025 (“**Assignee**”).

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the Marks described in Exhibit A; (ii) all applications and registrations (US and/or foreign) for the Marks; (iii) any and all trademarks, service marks and intellectual property rights, including rights of priority, in the Marks ((i)-(iii) collectively, the “**Marks**”); and (iv) any and all goodwill of the business associated with the Marks; and

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

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

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks after the Effective Date.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.
4. The parties incorporate by reference the terms of that certain Asset Purchase Agreement by and among Assignor and Assignee, dated November 2, 2012 (the “**Purchase Agreement**”), as if such terms were set forth herein in their entirety. Other than the consideration specified therein, no payment of any kind shall be due any party as a result of this Assignment or use of the Marks and goodwill.

5. Assignor agrees that at no time will it contest or challenge the validity of this Assignment, Assignee's ownership of the Marks or the validity of the Marks. Assignor agrees that it will not assist any other party in doing same.
6. This Assignment shall be governed by, and construed and enforced under the laws of the State of Delaware applicable to agreements entered into and performed within such State, without reference to the conflicts-of-law rules of such State.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:

The American Parts Company

By: 

Name: Buddie Daniel

Title: President

ASSIGNEE:

Remington Arms Company, LLC

By: _____

Name: _____

Title: _____

[TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 004919 FRAME: 0272

5. Assignor agrees that at no time will it contest or challenge the validity of this Assignment, Assignee's ownership of the Marks or the validity of the Marks. Assignor agrees that it will not assist any other party in doing same.
6. This Assignment shall be governed by, and construed and enforced under the laws of the State of Delaware applicable to agreements entered into and performed within such State, without reference to the conflicts-of-law rules of such State.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

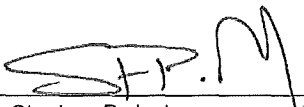
ASSIGNOR:

The American Parts Company

By: _____
Name: Buddie Daniel
Title: President

ASSIGNEE:

Remington Arms Company, LLC

By: 
Name: Stephen P. Jackson
Title: Chief Strategy and Acquisition Integration Officer

[TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 004919 FRAME: 0273

EXHIBIT A

APPLICATIONS

Mark	Serial No.	Status
LAREDO	85/720,012	Pending
LARIAT	85/720,023	Pending
VETERAN	85/720,031	Pending

REGISTRATIONS

Mark	Reg. No.	Status
TIMBERSMITH	4,018,024	Registered
TACTICAL	3,995,346	Registered
RAZR	3,873,248	Registered
INTRAFUSE	3,719,888	Registered
TAPCO	3,380,627	Registered