

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
McMillan Group International, LLC		11/25/2013	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	McMillan Firearms Manufacturing, LLC
Street Address:	23606 North 19th Avenue
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85085
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3829096	TAC
Registration Number:	3794244	PRESTIGE
Registration Number:	3838640	PRODIGY
Registration Number:	3788260	DYNASTY
Registration Number:	3829094	TECHNOLOGY FOR THE PURSUIT
Registration Number:	3544930	M
Registration Number:	3712754	MCMILLAN
Serial Number:	85914773	ALIAS
Serial Number:	85528186	STOCKLESS

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312 558-6352

900279538

**TRADEMARK
 REEL: 005210 FRAME: 0725**

CH \$240.00 3829096

Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 4200
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	170118-5
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	02/06/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of November 25, 2013 (the "Effective Date"), by and between McMillan Group International LLC, an Arizona limited liability company, ("Assignor") and McMillan Firearms Manufacturing, LLC, an Arizona limited liability company ("Assignee").

A. Assignor is the record owner of each of the U.S. Trademark Registrations and trademarks set forth on Annex I attached hereto;

B. On September 1, 2012, McMillan Fiberglass Stocks, Inc. granted to Assignor all of its right, title and interest in each of the U.S. Trademark Registrations and trademarks set forth on Exhibit A;

C. Assignor is wholly owned by its sole member, the Kelly D. McMillan and Mary Jo McMillan Living Trust dated Trust, dated October 13, 2008 ("K&M Trust");

D. K&M Trust is party to that certain Membership Interest Purchase Agreement by and between K&M Trust, Kelly D. McMillan, Ryan McMillan and Strategic Armory Corps, LLC (the "Purchase Agreement"), pursuant to which Strategic Armory Corps, LLC will purchase all of the outstanding equity interests of Assignee;

E. The execution and delivery of this Assignment is a condition to the consummation of the transactions contemplated thereby; and

F. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to the trademarks and registrations set forth on Annex I and all trademarks, service marks and other intellectual property rights therein, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

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

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the goodwill of the business symbolized by each of the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all trademark, service mark and common law rights and other intellectual property rights in each of the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of any of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully

and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. For clarification, the assignments relating to M (and design) (registration number 3544930) and MCMILLAN (registration number 3712754) are each trademark registrations relating to goods and services for training in the use of firearms. Assignor's broader trademarks for M (and design) (registration number 3507976) and MCMILLAN (registration number 3608235) for goods and services relating to stocks and firearms sales are not being assigned hereunder but are subject to a separate license agreement of even date between Assignor and Assignee.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of each of the Marks, as assignee of the entire right, title and interest in, to and under each of the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in each of the Marks shall be borne solely by Assignee, its successors and assigns.

5. Miscellaneous. This Assignment constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties hereto. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties hereto, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Arizona, without regard to its conflicts of law principles.

[Signature page follows]

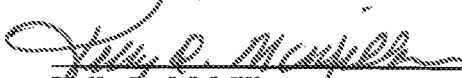
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

ASSIGNOR:

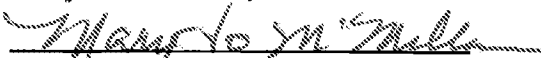
MCMILLAN GROUP INTERNATIONAL, LLC

By its sole Member:

KELLY D. MCMILLAN AND MARY JO MCMILLAN LIVING TRUST, DATED OCTOBER 13, 2008, by



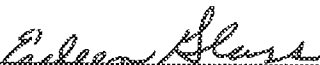
Kelly D. McMillan, Trustee



Mary Jo McMillan, Trustee

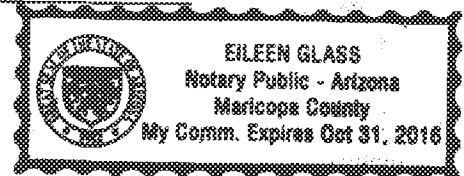
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on November 25, 2013, by Kelly D. McMillan and Mary Jo McMillan, acting as Trustees of the Kelly D. McMillan and Mary Jo McMillan Living Trust dated October 13, 2008.



Notary Public

My commission to expire on 10/31/2016



ASSIGNEE:

MCMILLAN FIREARMS MANUFACTURING, LLC

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

ASSIGNOR:

MCMILLAN GROUP INTERNATIONAL, LLC

By its sole Member:

KELLY D. MCMILLAN AND MARY JO MCMILLAN LIVING TRUST, DATED OCTOBER 13, 2008, by

Kelly D. McMillan, Trustee

Date: November 25, 2013

State of Arizona:

County of Maricopa:

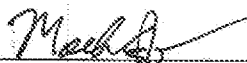
Personally appeared before me the above-named Kelly D. McMillan, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on his own behalf in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Notary Public

My commission to expire on _____.

ASSIGNEE:

MCMILLAN FIREARMS MANUFACTURING, LLC

By:  _____

Name: Mark Johnson

Title: President

Date: November 25, 2013

ANNEX I

Application Number	U.S. Trademark Registration Number	Word Mark	Filing Date	Registration Date
77641569	3829096	TAC	December 30, 2008	August 3, 2010
77641552	3794244	PRESTIGE	December 30, 2008	May 25, 2010
77641544	3838640	PRODIGY	December 30, 2008	August 24, 2010
77641167	3788260	DYNASTY	December 30, 2008	May 11, 2010
77641158	3829094	TECHNOLOGY FOR THE PURSUIT	December 30, 2008	August 3, 2010
77410819	3544930	M (and design)	February 20, 2008	September 30, 2008
77410816	3712754	MCMILLAN	March 2, 2008	November 17, 2009
85914773	Application pending	ALIAS	April 25, 2013	N/A
85528186	Application pending	STOCKLESS	January 30, 2012	N/A

EXHIBIT A

Application Number	U.S. Trademark Registration Number	Word Mark	Filing Date	Registration Date
77641569	3829096	TAC	December 30, 2008	August 3, 2010
77641552	3794244	PRESTIGE	December 30, 2008	May 25, 2010
77641544	3838640	PRODIGY	December 30, 2008	August 24, 2010
77641167	3788260	DYNASTY	December 30, 2008	May 11, 2010
77641158	3829094	TECHNOLOGY FOR THE PURSUIT	December 30, 2008	August 3, 2010
77410819	3544930	M (and design)	February 20, 2008	September 30, 2008
77410816	3712754	MCMILLAN	March 2, 2008	November 17, 2009
85914773	Application pending	ALIAS	April 25, 2013	N/A
85528186	Application pending	STOCKLESS	January 30, 2012	N/A