

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
Rohrbaugh Firearms, Corp.		01/14/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Para USA, LLC
Street Address:	870 Remington Drive
City:	Madison
State/Country:	NORTH CAROLINA
Postal Code:	27025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3089305	ROHRBAUGH
Registration Number:	3089306	ROHRBAUGH R9
Registration Number:	3315245	ROHRBAUGH FIREARMS

CORRESPONDENCE DATA	
Fax Number:	3367338473
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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:	27584.0768.6
NAME OF SUBMITTER:	Randel S. Springer

CH \$90.00 3089305

Signature:	/Randy Springer/
Date:	02/27/2014
Total Attachments: 5 source=IP assignment - Rohrbaugh Firearms#page1.tif source=IP assignment - Rohrbaugh Firearms#page2.tif source=IP assignment - Rohrbaugh Firearms#page3.tif source=IP assignment - Rohrbaugh Firearms#page4.tif source=IP assignment - Rohrbaugh Firearms#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made as of January 14, 2014 (the "Effective Date") by **ROHRBAUGH FIREARMS, CORP.**, a Delaware corporation with a place of business at 71 E. Jefryn Boulevard, Deer Park, New York 11729 ("Assignor") in favor of **PARA USA, LLC**, a Delaware limited liability company with a place of business at 870 Remington Drive, P.O. Box 700, Madison, North Carolina 27025 ("Assignee"). Capitalized terms used in this Assignment but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, this Assignment is entered into pursuant to Section 2.04 of the Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among Assignee, Assignor and Karl Rohrbaugh, whereby the parties thereto agreed to execute additional documents and instruments in order to transfer certain intellectual property in accordance with the terms and conditions of the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of the patents and the inventions described and claimed in the patents (collectively, the "Patents") and trademarks (the "Marks", and collectively with the Patents, the "Intellectual Property") described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee: (i) all of Assignor's right, title, and interest of whatever kind in and to the Intellectual Property in the United States and all jurisdictions outside the United States (including, without limitation, the right to obtain renewals, reissues and extension of any registrations included in the Intellectual Property, the right to apply for patent and trademark registrations within or outside the United States based in whole or in part upon the Intellectual Property, and any priority right that may arise for the Intellectual Property), (ii) all goodwill of the business connected with and symbolized by the Intellectual Property and (iii) all rights to sue for and recover damages and profits based on any past, present or future infringement and/or dilution of any of Assignor's rights in or to the Intellectual Property or injury to the goodwill associated with the Intellectual Property, whether known or unknown, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor irrevocably authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit A to Assignee as assignee of Assignor's entire right, title, and interest therein, upon request by Assignee.

Assignor shall, at any time and from time to time after the date hereof, upon the reasonable request of Assignee, execute, acknowledge and deliver to Assignee all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further actions, as Assignee deems necessary or desirable to give effect to the transactions contemplated by this Assignment. In the event Assignor does not promptly take such action as reasonably requested by Assignee, Assignor shall be deemed to have granted to Assignee as its true and lawful attorney-in-fact and agent with full power of substitution and reconstitution for him and in his name, place and stead in any and all capacities to execute in the name of Assignor any and all such further reasonable actions as Assignee deems necessary or desirable to give effect to the transactions contemplated by this Assignment, granting unto said attorney-in-fact and agent and full power and authority to do and perform each and every reasonable action required or necessary to be done to give effect to the transactions contemplated by this Assignment, as fully as Assignor might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or its substitute or substitutes, may lawfully do or cause to be done by thereof.

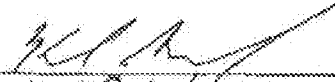
This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to such State's conflicts of laws principles.

{Signature page follows}

IN WITNESS WHEREOF, Assignor hereto has executed this Assignment as of the day and year first written above.

ASSIGNOR:

ROHRBAUGH FIREARMS, CORP.

By: 
Name: *Neal Rohrbough*
Title: *President - CEO*

[Signature Page to Intellectual Property Assignment - Rohrbough]

EXHIBIT A


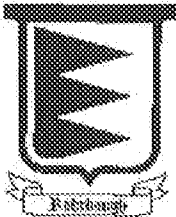
Intellectual Property

(Attached)

U.S. PATENTS

<u>PATENT NAME</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>	<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>REGISTERED OWNER</u>
Semiautomatic Handgun	10/825,706	4/16/2004	7,322,143	1/29/2008	Rohrbaugh Firearms Corp. (Assignee)

U.S. TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>REGISTERED OWNER</u>	<u>CLASS</u>
 ROHRBAUGH FIREARMS	3,315,245	10/23/2007	Rohrbaugh Firearms Corp. (Applicant)	IC 025. US 022 039. G & S: Clothing, namely, shirts, T-shirts, sweatshirts, and hats.
 ROHRBAUGH	3,089,305	5/9/2006	Rohrbaugh Firearms Corp. (Applicant)	IC 013. US 002 009. G & S: Firearms, namely, handguns, revolvers, pistols, and rifles; and firearm cases. IC 016. US 002 005 022 023 029 037 038 050. G & S: Printed matter, namely, brochures, service manuals and handbooks containing safety and operating instructions in the field of firearms.
Rohrbaugh R9 ROHRBAUGH R9	3,089,306	5/9/2006	Rohrbaugh Firearms Corp. (Applicant)	IC 013. US 002 009. G & S: Firearms, namely, handguns, revolvers, pistols, and rifles; and firearm cases.

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