

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Armorworks Enterprises, LLC		12/31/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Tyr Tactical, LLC		
Street Address:	16661 N. 84th Ave., #110		
City:	Peoria		
State/Country:	ARIZONA		
Postal Code:	85382		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77747293	TYR TACTICAL	
CORRESPONDENCE DATA			
Fax Number:	6022647033		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6026502044		
Email:	uspt@polsinelli.com		
Correspondent Name:	Ari M. Bai		
Address Line 1:	One East Washington St., Ste. 1200		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	070831-456990		
NAME OF SUBMITTER:	Ari M. Bai		
SIGNATURE:	/Ari Bai/		
DATE SIGNED:	05/12/2014		
Total Attachments: 3			
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source=7847967_1(Trademark Assignment Agreement)-c#page3.tif			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is entered into this December 31, 2012 (the "Effective Date") by and between ARMORWORKS ENTERPRISES, L.L.C., an Arizona limited liability company, having a principal place of business at 305 N. 54th Street, Chandler, AZ 85226 ("Assignor"), and TYR TACTICAL, LLC, an Arizona limited liability company, having a place of business at 16661 N. 84th Avenue, #110, Peoria, AZ 85382 ("Assignee").

RECITALS

WHEREAS Assignor is the applicant for and owner of pending U.S. Trademark Application Serial No. 77/747,293 for the mark "TYR TACTICAL" (the "Application"); and

WHEREAS a trademark opposition proceeding ("Opposition") was initiated by TYR Sports, Inc. in the United States Patent and Trademark Office on February 14, 2011, in which TYR Sports, Inc. is opposing registration of the Application; and

WHEREAS Assignor received a letter dated November 7, 2012 from TYR Sports Inc.'s legal representative demanding among other things that Assignor cease all use of the mark "TYR" ("Cease and Desist Letter"); and

WHEREAS Assignor desires to assign the Application along with all responsibility for the Opposition and for responding to any and all demands by TYR Sports Inc., including those in the Cease and Desist Letter, to Assignee; and

WHEREAS Assignee, is desirous of acquiring the Application and the related responsibilities cited above.

NOW THEREFORE, in consideration of the premises, Assignor and Assignee agree as follows:

1. Recitals. The recitals set forth above are incorporated by reference and acknowledged, confirmed, and made a material part of this Agreement.

2. Assignment. Assignor hereby conveys, assigns, transfers and sets over unto the Assignee all of the Assignor's right, title and interest in and to the Application, together with all rights necessary to, and responsibility for, the Opposition, and for responding to any and all demands made upon Assignee or Assignor related to use of the mark TYR, including those in the Cease and Desist Letter.

3. No Warranty. Assignor makes no representations or warranties as to the validity of the Application, the outcome of the Opposition, the eventual registration of the Application in the US Patent and Trademark Office, nor that Assignee's use of the mark TYR will not infringe any third party intellectual property rights, including those belonging to TYR Sports Inc.

4. Substitution of Counsel. Assignee agrees that within ten (10) days of execution of this document, it will cause counsel for Assignee to substitute in place of Assignor's legal representative in the Opposition, Alice Carmichael Richey. Assignee further agrees that within

ten (10) days of execution of this document it will cause counsel for Assignee to substitute in place of Jeffrey J. Schwartz as attorney of record for the Application.

5. Indemnification. Assignee agrees to defend, indemnify, and hold Assignor, and its officers, directors, agents, attorneys and employees, harmless for, from and against all claims, costs, expenses, damages and losses (including reasonable attorney fees and costs) from any third party claims or demands, including those in the Cease and Desist Letter, brought against Assignor (i) that arise from Assignee's use of the mark "TYR" or "TYR TACTICAL", or (ii) any claim that the mark "TYR" or "TYR TACTICAL" infringes upon, misappropriates or violates any copyrights, trademarks, or trade secret rights or other proprietary rights, of persons, firms or entities who are not parties to this Agreement, or (iii) that arise from Assignor's filing and prosecution of the Application.

6. Filing of Assignment. Assignor hereby appoints Assignee to file and record this instrument with the United States Patent and Trademark Office.

Assignor:

Dated: December 31, 2012

ARMORWORKS ENTERPRISES, L.L.C.

By William Perciballi
Name William Perciballi
Title Manager

STATE OF Arizona

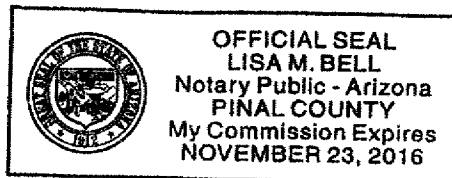
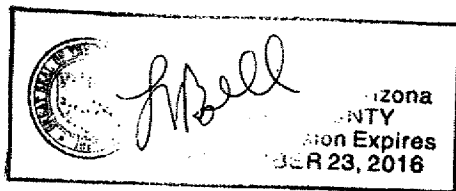
COUNTY OF Maricopa

On this 10 day of January, 2013, before me personally appeared William Perciballi known to be an authorized representative of Assignor described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Lisa M. Bell
Notary Public

My Commission Expires: NOV 23, 2016



TRADEMARK ASSIGNMENT AGREEMENT

Assignee:

Dated: December 31, 2012

TYR TACTICAL, L.L.C.

By Jason R. Beck
Name Jason R. Beck
Title President/Manager

STATE OF Arizona
COUNTY OF Maricopa

On this 31st day of December, 2012, before me personally appeared Jason Beck, to me known to be an authorized representative of Assignee described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Betty A Williams
Notary Public

My Commission Expires: Feb 14, 2016



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