

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advanced Tactical Ordnance Systems, LLC		08/08/2014	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Tactical Systems, LLC		
<b>Street Address:</b>	100 Bayview Circle, Suite 5000		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92600		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86112258	CODE 2	
<b>Serial Number:</b>	85574556	PEPPERBALL.COM	
<b>Registration Number:</b>	2716025	PEPPERBALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3123722000		
<b>Email:</b>	mweipdocket@mwe.com, umattsson@mwe.com		
<b>Correspondent Name:</b>	Kelly Walsh, McDermott Will & Emery LLP		
<b>Address Line 1:</b>	227 W. Monroe Street, Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-5096		
<b>ATTORNEY DOCKET NUMBER:</b>	091665-0010		
<b>NAME OF SUBMITTER:</b>	Ulrika E. Mattsson		
<b>SIGNATURE:</b>	/Ulrika E. Mattsson/		
<b>DATE SIGNED:</b>	09/04/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment") is entered into as of August 8, 2014 (the "Effective Date") by and between Advanced Tactical Ordnance Systems, LLC, an Indiana limited liability company, with offices at 21801 Ballard Drive, Unit F, Lake Forest, Illinois 60045 ("Assignor"), and United Tactical Systems, LLC, a Delaware limited liability company, with offices at 100 Bayview Circle, Suite 5000, Newport Beach, CA 92600 ("Assignee"). Assignor and Assignee may be referred to as a "Party" or, collectively, the "Parties."

**WHEREAS**, Assignor, together with certain other selling parties, and Assignee are parties to that certain Asset Purchase Agreement dated as of July 25, 2014 (the "APA"); and

**WHEREAS**, under the APA, Assignor has sold, assigned, conveyed and transferred, or has otherwise agreed to sell, assign, convey, and transfer its rights in certain assets, including trademarks and other intellectual property assets and Assignee is the successor to the business of Assignor to which such trademarks and other intellectual property assets relate.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows

1. **Assignment**. Assignor does hereby sell, assign, transfer and convey to Assignee all right, title and interest as of the Effective Date in and to (a) the trademark registrations and trademark applications set forth on Exhibit A, (b) the common law trademarks set forth on Exhibit A, (c) any and all registrations, applications, extensions, and renewals of any of the foregoing, and (d) all goodwill of the business associated with all of the foregoing (collectively, the "Trademark Rights"), in each case, together with the right to all incomes, royalties, or payments due or payable with respect to any of the Trademark Rights, whether arising before or after the Effective Date, and the right to bring action for and collect for present, future and past damages, royalties, fees, profits or other relief, including equitable or injunctive relief, arising from infringement, dilution, or unauthorized use of any of the Trademark Rights, whether occurring before or after the Effective Date, all of the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Recordation**. Assignor hereby requests the Commissioner of Patents and Trademarks, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Trademark Rights, as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. **Further Assurances**. Assignor shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment or the APA.

4. **Counterparts.** This Assignment may be executed in one or more counterparts (including by .pdf), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

5. **Amendment and Modification.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

6. **Headings.** The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

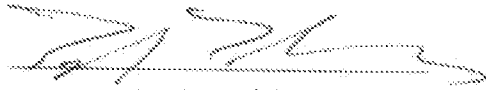
7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first written above

ADVANCED TACTICAL ORDNANCE  
SYSTEMS LLC

UNITED TACTICAL SYSTEMS, LLC



Name: Tyler Tiberius

Title: Managing Member

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

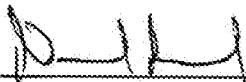
ADVANCED TACTICAL ORDNANCE  
SYSTEMS LLC

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

UNITED TACTICAL SYSTEMS, LLC

 \_\_\_\_\_

Name: David Reed

Title: Vice President

**SCHEDULE A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>
ADVANCED TACTICAL ORDNANCE SYSTEMS, LLC	CODE 2	US	86112258 11/6/2013		PENDING
ADVANCED TACTICAL ORDNANCE SYSTEMS, LLC	PEPPERBALL.COM	US	85374556 3/20/2012		PENDING
ADVANCED TACTICAL ORDNANCE SYSTEMS, LLC	PEPPERBALL	US	75798263 9/14/1999	2716025 5/13/2003	REGISTERED
ADVANCED TACTICAL ORDNANCE SYSTEMS, LLC	PEPPERBALL	US	76281548 7/9/2001	2651502 11/19/2002	REGISTERED

**COMMON LAW TRADEMARKS**

TMP  
 Split Shot  
 Tac700  
 Carbine SX  
 Carbine TX  
 Flash Launcher