

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tiberius Arms, LLC		08/08/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	United Tactical Systems, LLC		
Street Address:	100 Bayview Circle		
Internal Address:	Suite 5000		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92600		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3725001	FIRST STRIKE	
Registration Number:	3466741	TIBERIUS	
CORRESPONDENCE DATA			
Fax Number:	8016851590		
<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>			
Email:	wp@patepeterson.com		
Correspondent Name:	WARREN M PATE		
Address Line 1:	36 West fireclay ave.		
Address Line 4:	Murray, UTAH 84107		
ATTORNEY DOCKET NUMBER:	3561-1-0		
NAME OF SUBMITTER:	Warren M. Pate		
SIGNATURE:	/Warren M Pate/		
DATE SIGNED:	09/12/2014		
Total Attachments: 5			
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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 Tiberius Arms, LLC, an Indiana limited liability company, with offices at 2727 W Ferguson Rd Fort Wayne, IN 46809 (“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.

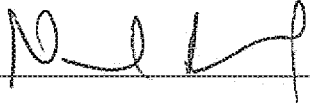
7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[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

TIBERIUS ARMS, LLC

UNITED TACTICAL SYSTEMS, LLC

_____

Name: _____

Name: David Reed

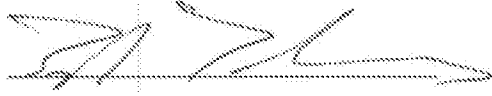
Title: _____

Title: Vice President

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

TIBERIUS ARMS, LLC

UNITED TACTICAL SYSTEMS, LLC



Name: Tyler Tiberius

Name: _____

Title: Member

Title: _____

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
Tiberius Arms, LLC	FIRST STRIKE	U.S.	77/726,016 9/29/2009	3,725,001 12/15/2009	REGISTERED
Tiberius Arms, LLC	TIBERIUS	U.S.	77/329,793 4/29/2008	3,466,741 7/15/2008	REGISTERED

COMMON LAW TRADEMARKS

Tiberius Arms
Eyon
EXO
EXO Recon
EXO Assault
Tri-Cam
T15
T8, T8.1, T8.1 Socom
T9, T9.1, T9.1 Ranger, CQB, Elite, Sniper
T4, T4.1
P4