

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safe Direction, LLC		10/29/2012	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Steven Camp		
Street Address:	426 S. Westgate, Suite S-1		
City:	Addison		
State/Country:	ILLINOIS		
Postal Code:	60101-4529		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3086184	SAFE DIRECTION	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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>			
Phone:	312 616 5600		
Email:	trademark@leydig.com		
Correspondent Name:	Leydig, Voit & Mayer, Ltd. - Kevin Parks		
Address Line 1:	180 N. Stetson, 2 Prudential Plaza		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	225209		
NAME OF SUBMITTER:	Kevin C. Parks		
SIGNATURE:	/Kevin C. Parks/		
DATE SIGNED:	11/20/2014		
Total Attachments: 7			
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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated October 29, 2012 (the "Effective Date"), by and among Better Bilt Products, Inc., an Illinois corporation ("Seller"), Steven Camp, an Illinois resident ("Purchaser"), and solely with respect to Section 3 of this Agreement, Safe Direction, L.L.C., an Illinois limited liability company (the "Company").

RECITALS

WHEREAS, Seller owns 100% of the membership interests (the "Interest") in the Company;

WHEREAS, Seller owns certain intellectual property used in connection with the Company's business (the "BBP IP"), as set forth on Exhibit A attached hereto;

WHEREAS, Seller currently owes a certain amount of indebtedness to Purchaser (the "Indebtedness"); and

WHEREAS, Seller desires to sell the Interest and the BBP IP to Purchaser in exchange for Purchaser reducing the Indebtedness by _____, and Purchaser desires to accept the Interest and the BBP IP in exchange for reducing the Indebtedness by _____

NOW, THEREFORE, in consideration of the foregoing, and for the promises and consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller hereby sells, assigns, transfers and delivers to Purchaser, and Purchaser hereby purchases from Seller, all of Seller's right, title and interest in (a) the Interest, and (b) the BBP IP.

2. Purchase Price. The purchase price for the Interest and the BBP IP shall be \$ _____. 1. The purchase price shall be paid by reduction of _____ of the Indebtedness, and shall be reflected in the books and records of Seller as of the Effective Date.

3. Representations and Warranties. Seller represents and warrants that Seller owns the Interest and the BBP IP and has the right to transfer the Interest and the BBP IP to Purchaser. The Company represents and warrants that Company has the following assets, and the Company may transfer such assets to Purchaser: (a) the Company's IP (as set forth on Exhibit B attached hereto); (b) the Inventory (as set forth on Exhibit C attached hereto); (c) the phone numbers (877) 357-4570 and (630) 628-3178; (d) the Company's website and registered domain names (www.safedirection.com and www.safedirection.net) with a password for full administrative access; and (e) the Insurance Policy #SP 857615 (expiration July 12, 2013) of the Company issued by Essex Insurance Company. Seller further represents and warrants that there are no outstanding obligations or debts owed by the Company (except for _____ owed to Bristol Bag which will be paid by Company after the closing) and agrees to indemnify and hold buyer harmless and indemnify Purchaser from and against any claims or causes of action which may arise as a result of a misrepresentation herein by Seller. Seller and the Company make no other representations or warranties.

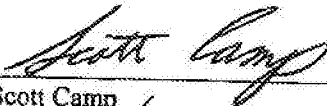
4. Further Assurances. From time to time after execution of this Agreement, the parties shall execute and deliver such additional instruments and documents and take such other actions as may be reasonably requested by the other party hereto in order to implement the provisions of this Agreement. These representations and warranties shall survive the closing.


5. Miscellaneous. This Agreement shall be governed as to validity, construction, interpretation and performance by the laws of the State of Illinois. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof. No change, amendment or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and permitted assigns. This Agreement may be executed in any number of counterparts and by .pdf or facsimile, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Purchase and Sale Agreement as of the date first above written.

SELLER: Better Bilt Products, Inc.


By: Scott Camp
Its: President


By: Harry Camp
Its: Secretary & Treasurer

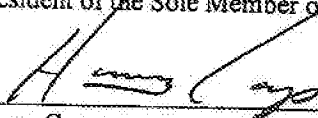
PURCHASER:

Steven Camp

With respect to Section 3 of the Agreement only:

COMPANY:


By: Scott Camp
Its: President of the Sole Member of the Company


By: Harry Camp
Its: Secretary & Treasurer of the Sole Member of the Company

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By: Scott Camp
Its: President

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PURCHASER:



Steven Camp

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EXHIBIT A

BBP IP

Trademarks:

1. Ballistic-Seal®
2. Rotator®

Patents:

1. Rotator® (US Patent# 7114725 B2)

EXHIBIT B
COMPANY'S IP

Trademarks:

1. Safe Direction®
2. Academy Pad™

Patents:

1. Safe Direction Ballistic Resistant Gun Case (US Patent# 8006604 A1)

EXHIBIT C

INVENTORY

Ammunition: 4 boxes of 357-Sig, 2 boxes of 380-Auto, and 2 boxes of 45-Auto.

Targets: (a) 13 units, "Rotator" targets; (b) 13 units, "X-Stands"; (c) 3 units, "URT" Rifle targets; and (d) 1 crate of miscellaneous steel targets and components.

Miscellaneous Inventory:

Description	Count
7-AP, Red	1
7-AP, Black	3
7-CAB-Handgun	1 reject
7-CAB-H-Assembly	0
7-CAB-Rifle	15
7-CAB-R-Assembly	3
7-HSC-CableKit	4
7-Operator	0
7-Operator II	2
7-Operator III	6
7- Operator II (with strap-black)	2
7-Operator II (with strap-green)	1
7-Operator II (with strap-blue)	1
7-HSC-M, Black	0
7-HSC-M, Green	0
7-HSC-M, Red	1
7-HSC-L, Black	0
7-HSC-L, Red	3
7-HSC-L, Green	2
7-PSB-Black (14x10x8)	1
7-PSB-Green	0
7-PSB-Red	0
7-TCL-Black	3

Description	Count
7-TCL-Green	0
7-TCL-Red	2
7-TCM-Black	13
7-TCM-Green	19
7-TCM-Red	8
7S-FA (7x10 ballistic seal)*	8
7S-FTL (ballistic seal for TCL)	10
7S-BTM 6.75x9.75 for med (strikeface) w/2" radius corners	32
7S-BTL 8.5x12 w/2" radius corners (strikeface)	0
7S-BA (Ballistic Pad-III A, 7" x 10")*	5
7S-Armor Panel-Operator III (NIJ-III A Panel, 10-1/2" x 14")	0
Plates for stands	89
Rifle Support Wires	151
Rubber for Stands	46
7-Shield, 16x11x5.5 (Tombstone shaped with embroidery)	4
7-Shield, 16x11x5.5 (Tombstone shaped without embroidery)	9
Ballistic seal sheets 25.5" x 49" x 1/4" (in tactical steel aisle)	1

* 30 pieces sent to Bristol Bag