TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM464116

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBMT, L.L.C., d/b/a Stealth Engineering Group		02/28/2018	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	Aero Precision, LLC	
Street Address:	ess: 2310 Commerce Street	
City:	Tacoma	
State/Country:	Country: WASHINGTON	
Postal Code:	98402	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type Number		Word Mark		
Registration Number:	5319757	STEALTH ENGINEERING GROUP		

CORRESPONDENCE DATA

Fax Number: 6142243246

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.

Phone: 614-462-1093

ipdocketcolumbus@icemiller.com Email:

ICE MILLER LLP **Correspondent Name:**

Address Line 1: 1500 BROADWAY, SUITE 2401 Address Line 4: NEW YORK, NEW YORK 10036

NAME OF SUBMITTER:	Barbara Bacon
SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	03/02/2018

Total Attachments: 5

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> **TRADEMARK** REEL: 006301 FRAME: 0770

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TRADEMARK ASSIGNMENT

February 28, 2018

WHEREAS, this Trademark Assignment is given pursuant to that certain Asset Purchase Agreement (the "<u>Purchase Agreement</u>") of even date herewith by and among BBMT, L.L.C. d/b/a Stealth Engineering Group, a Georgia limited liability company ("<u>Assignee</u>"), Aero Precision, LLC, a Delaware limited liability company ("<u>Assignee</u>"), and Robert Morrison, an individual with an address at 257 McEver Lane, Hoschton, Georgia 30548. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, Assignor owns, all right, title, and interest in certain U.S. Trademark Registrations as set forth on <u>Schedule A</u> (collectively, the "<u>Trademarks</u>") and all of the goodwill of the business symbolized by the Trademarks or a portion of the business to which the Trademarks pertain;

WHEREAS, Assignee desires to own Assignor's entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks or a portion of the business to which the Trademarks pertain; and

WHEREAS, Assignor has agreed to assign the Trademarks to Assignee.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as of the date hereof, hereby irrevocably sells, assigns, transfers, and sets over to Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks and all registrations, applications, and renewals thereof, together with the goodwill of the business symbolized by the Trademarks or a portion of the business to which the Trademarks pertain; and Assignee hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue all Registrations for the Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Agreement;

AND, ASSIGNOR HEREBY further covenants that Assignor has the full right to convey the interest assigned by this Agreement, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Agreement;

AND, ASSIGNOR HEREBY further covenants and agrees that Assignor, through its officers and employees, will, without further consideration: (i) communicate with Assignee, its successors and assigns any facts known to Assignor and its officers and employees regarding the Trademarks; (ii) and testify in any legal proceeding concerning the Trademarks; (iii) execute and deliver all lawful papers that may be necessary or desirable to perfect the Trademarks to and in said Assignee, its successors and assigns; (iv) make all rightful oaths; and (v) generally do everything reasonably possible to aid Assignee, its successors and assigns with obtaining and enforcing trademark protection for the Trademarks in the United States it being understood that any expense incident to the provision of such aid, including providing testimony in any legal

proceeding or the execution of such papers, shall be borne by Assignee, its successors and assigns;

This Trademark Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Trademark Assignment and all documents contemplated herein may be delivered via facsimile or other legible electronic means, and such electronic copies shall be as valid as the originals.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by its respective duly authorized representative as of the date first set forth above.

ASSIGNOR:

BBMT, L.L.C. D/B/A STEALTH ENGINEERING GROUP, a Georgia limited liability company

By: Name: Robert Morrison

Title: Chief Executive Officer

ASSIGNEE:

AERO PRECISION, LLC, a Delaware limited

liability company

By: _____

Name: Scott Dover

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by its respective duly authorized representative as of the date first set forth above.

ASSIGNOR:

BBMT, L.L.C. D/B/A STEALTH ENGINEERING GROUP, a Georgia limited liability company

By:
Name: Robert Morrison
Title: Chief Executive Officer

ASSIGNEE:

AERO PRECISION, LLC, a Delaware limited

liability company

By: Scott Dover

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

BBMT, LLC d/b/a STEALTH ENGINEERING GROUP

U.S. TRADEMARK REGISTRATIONS

Mark		Serial No. Filing Date	Class No(s).	Goods/Services	Registration No. Registration Date	Sec. 8 & 15 Due Between	Renewal Date
STEALTH	ENGINEERING	86-109,976	42	Engineering	5,319,757	10/31/2022	10/31/2027
GROUP		11/04/2013		services, namely,	10/31/2017	10/31/2023	
				engineering			
				suppressors for			
				firearms for the			
				Armed Forces			

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RECORDED: 03/02/2018