# OP \$240.00 4219737

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM527154

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PolyOne Corporation		11/02/2017	Corporation: OHIO

## **RECEIVING PARTY DATA**

Name:	Quantum Ammunition, LLC	
Street Address:	41 Artley Road	
Internal Address:	Ste. B	
City:	Savannah	
State/Country:	GEORGIA	
Postal Code:	31408	
Entity Type:	Limited Liability Company: MICHIGAN	

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	4219737	POLYCASE
Registration Number:	4264741	POLYCASE AMMUNITION
Registration Number:	4816200	INCEPTOR
Registration Number:	4816199	FIREFLY
Registration Number:	4707887	ARX
Registration Number:	4368282	THE AMMO OF THE FUTURE HAS ARRIVED
Registration Number:	4217526	POLYFORCE
Registration Number:	4217415	POLYFORCE AMMUNITION
Registration Number:	4241072	POLYFORCE PREFERRED AMMUNITION

### CORRESPONDENCE DATA

**Fax Number:** 7706438913

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:** 7706438912

Email: james@witherskeys.com
Correspondent Name: WITHERS & KEYS, LLC

Address Line 1: P.O. Box 2049

Address Line 4: McDonough, GEORGIA 30253

TRADEMARK
REEL: 006666 FRAME: 0373

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NAME OF SUBMITTER:	James D. Withers	
SIGNATURE:	/James D. Withers/	
DATE SIGNED:	06/10/2019	
Total Attachments: 5		
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 2, 2017, is made by PolyOne Corporation ("Seller"), an Ohio corporation, located at 33587 Walker Road, Avon Lake, OH, in favor of Quantum Ammunition, LLC ("Buyer"), a Michigan limited liability company, with offices located at 41 Artley Road, Ste., B, Savannah, GA, , the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of November 2, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
  - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents"):
  - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
  - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal

TRADEMARK REEL: 006666 FRAME: 0375 representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts.</u> This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

POLYONECORPORATION

By:

Name:/Joel Rathbun

Title! Senior Vice President, Mergers &

Acquisitions

Address for Notices: 33587 Walker Road

Avon Lake, OH 44012

AGREED TO AND ACCEPTED:

QUANTUM AMMUNITION, LLC

By: La Chaptaintan

Name: Row Embler

Title: CEO

Address for Notices: 41 Artley Road, Stc. B

Savannah, GA 31408

# SCHEDULE 1

# ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent Name	<u>Patent Number</u>	Application Number
POLYMER-BASED COMPOSITE CASINGS AND AMMUNITION CONTAINING THE SAME, AND METHODS OF MAKING AND USING THE SAME	9683818	14367288
PROJECTILES FOR AMMUNITION AND METHODS OF MAKING AND USING THE SAME	N/A	15023477
METHODS AND APPARATUS FOR MAKING MOLDED OBJECTS, AND MOLDED OBJECTS MADE THEREFROM	N/A.	15110948
PROJECTILES FOR AMMUNITION AND METHODS OF MAKING AND USING THE SAME	N/A	15668732
PROJECTILE WITH NOTCHES AND AT LEAST TWO PROJECTIONS EXTENDING OUTWARD FROM PROJECTILE END	N/A	29572676
PROJECTILES FOR AMMUNITION AND METHODS OF MAKING AND USING THE SAME	N/A	15/023515 20160231093

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## **SCHEDULE 2**

# ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Word Mark	Registration Number
Polycase	4219737
Polycase Ammunition	4264741
Inceptor	4816200
Firefly	4816199
ARX	4707887
The Ammo of the Future has Arrived	4368282
Polyforce	4217526
Polyforce Ammunition	4217415
Polyforce Preferred Ammunition	4241072
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