

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589284

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900551248
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vigilant Gear, LLC		05/18/2020	Corporation: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	First Interstate Bank
<b>Street Address:</b>	421 W. Riverside Avenue
<b>City:</b>	Spokane
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	99201
<b>Entity Type:</b>	Corporation: MONTANA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	5200544	ALPHA WOLF
<b>Registration Number:</b>	4202653	LONE WOLF
<b>Registration Number:</b>	4537946	TIMBERWOLF
<b>Registration Number:</b>	4342026	LONE WOLF
<b>Serial Number:</b>	88398862	GREY MAN

## CORRESPONDENCE DATA

Fax Number:

*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: 5097552007  
 Email: jmm@witherspoonkelley.com  
 Correspondent Name: Jody M. McCormick  
 Address Line 1: 422 W Riverside Avenue  
 Address Line 2: Suite 1100  
 Address Line 4: Spokane, WASHINGTON 99201

<b>NAME OF SUBMITTER:</b>	Jody M McCormick
<b>SIGNATURE:</b>	/Jody M McCormick/
<b>DATE SIGNED:</b>	07/29/2020

**Total Attachments: 12**

source=S2028912#page1.tif

source=S2028912#page2.tif

source=S2028912#page3.tif

source=S2028912#page4.tif

source=S2028912#page5.tif

source=S2028912#page6.tif

source=S2028912#page7.tif

source=S2028912#page8.tif

source=S2028912#page9.tif

source=S2028912#page10.tif


source=S2028912#page11.tif

source=S2028912#page12.tif

**COLLATERAL PATENT, TRADEMARK,  
COPYRIGHT AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT (this "Assignment") made as of May 18, 2020, by Vigilant Gear, LLC, a Georgia limited liability company ("Assignor"), to FIRST INTERSTATE BANK, a Montana state chartered bank ("Assignee").

**RECITALS**

  
B. As security for the Loan, Assignor has granted to Assignee a first priority security interest in substantially all of the assets of Assignor as evidenced by a Commercial Security Agreement from Assignor to Assignee of even date herewith (the "Security Agreement"). The Assignment is given to supplement the security interest granted by Assignor to Assignee under the Security Agreement.

C. Assignor has agreed to enter into this Assignment in order to induce Assignee to provide Assignor the Loan.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to said terms in the Security Agreement.

2. **Collateral Assignment of Patents, Trademarks, Copyrights and Licenses.** In order to secure (i) the due and punctual payment of the Note; (ii) the due and punctual payment and performance of all obligations of Assignor contained herein; (iii) the due and punctual payment and performance of all indebtedness, obligations and liabilities of Assignor contained in all other agreements executed or delivered by Assignor in connection with the Loan; and (iv) the payment and performance of all other indebtedness, liabilities and obligations of Assignor to Lender of every kind and description, whether direct, indirect or contingent, whether now existing or hereafter arising or incurred, due or to become due, whether otherwise secured or unsecured and howsoever evidenced, incurred or arising, including all future advances to Assignor (all of the foregoing indebtedness, obligations and liabilities described in this subsection are hereinafter collectively called the "Obligations"), Assignor hereby grants to Lender and its successors and

assigns a continuing security interest in, and hereby collaterally assigns to Lender the following described fixtures and personal property:

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (A) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A) through (D), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (A) through (D), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all rights and obligations pursuant to Assignor's license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights or otherwise, whether Assignor is licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest without the consent of the other applicable party thereto and such consent has not been obtained; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. **Restrictions on Future Agreements.** Assignor agrees and covenants that until the Obligations shall have been indefeasibly and irrevocably satisfied in full and Assignee's obligation to make any further advance(s) under the Note shall have been terminated, Assignor will not take any action or enter into any agreement, including, without limitation, entering into any license agreement, which is inconsistent with Assignor's Obligations under this Assignment, and Assignor further agrees and covenants that it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action, which would adversely affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Except in the ordinary course of business or between the Assignor parties hereto, Assignor agrees and covenants not to sell or assign its interest in or grant any license under, the Patents, Marks, Copyrights or Licenses without receiving the prior written consent of Assignee thereto, such consent not to be unreasonably withheld, delayed or conditioned.

4. **Certain Covenants, Representations and Warranties of Assignor.** Assignor covenants, represents and warrants that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Assignor's knowledge, are not currently being challenged in any way other than as disclosed to Assignee in writing; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignor is unaware of any invalidating prior act (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by Assignor pursuant to the applicable licenses as listed on Schedule C, (B) Liens and encumbrances in favor of Assignee pursuant to this Assignment or the Related Documents; and (C) liens and encumbrances otherwise permitted by or under the Security

Agreement, (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Assignment and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full, Assignee's obligation to make further advance(s) under the Note shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses; or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyright, copyright registration, trade name, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. **Royalties; Terms.** Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location as may be specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) indefeasible and irrevocable satisfaction in full of the Obligations and termination of Assignee's obligation to make any further advance(s) under the Note.

7. **Grant of License to the Assignor.** Unless and until an Event of Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Assignment) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks and all materials covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7, except in the ordinary course of business. From and after the occurrence and during the continuance of an Event of Default and

notice to such effect from Assignee to Assignor, Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. **Assignee's Right to Inspect.** Assignee shall have the right, at any reasonable time during normal business hours after reasonable notice and from time to time to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Such inspectors shall not unreasonably or materially interfere with Assignor's use of the Patents, Marks, Copyrights or Licenses or the operation of Assignor's business.

9. **Termination of Security Interest.** This Assignment is made for collateral purposes only. Upon indefeasible and irrevocable satisfaction in full of the Obligations and termination of Assignee's obligation to make any further advance(s) under the Note, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the Related Documents, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Upon indefeasible and irrevocable satisfaction in full of the Obligations and termination of Assignee's obligation to make any further advance(s) under the Note, Assignee shall, at Assignor's expense, promptly execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the Related Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. **Duties of Assignor.** Assignor shall have the duty, at its expense, (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter; (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights; and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

11. **Assignee's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse

and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. **No Waiver.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. **Further Assurances.** Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all agreements and documents (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may reasonably request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

16. **Cumulative Remedies; Power of Attorney; Effect on Related Documents.** All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Related Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time following the occurrence and during the continuance of an Event of Default, to (i) endorse Assignor's names on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee reasonably deems to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been



indefeasibly and irrevocably satisfied in full and Assignee's obligation to make any further advance(s) under the Note shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Security Agreement or any of the Related Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

18. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal law of the State of Washington without giving effect to any conflict or choice of laws rules or provisions.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

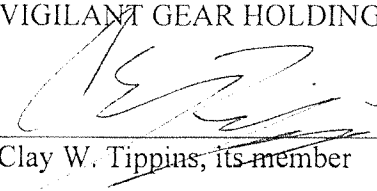
**UNDER IDAHO LAW, A PROMISE OR COMMITMENT TO LEND MONEY OR TO GRANT OR EXTEND CREDIT IN AN ORIGINAL PRINCIPAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) OR MORE, MADE BY A PERSON OR ENTITY ENGAGED IN THE BUSINESS OF LENDING MONEY OR EXTENDING CREDIT, MUST BE IN WRITING AND SUBSCRIBED BY THE PARTY CHARGED TO BE ENFORCEABLE.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned have caused this Collateral Patent, Trademark, Copyright and License Assignment to be duly executed and delivered as of the date first above written.

**VIGILANT GEAR, LLC**

By: VIGILANT GEAR HOLDINGS, LLC, its member

By:   
\_\_\_\_\_  
Clay W. Tippins, its member

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

<b>TITLE</b>	<b>SERIAL NO./ PATENT NO.</b>	<b>ISSUED/ PENDING</b>	<b>ISSUE DATE</b>	<b>ATTORNEY FILE NO.</b>	<b>STATUS/UPDATE</b>
US – Firearm Assemblies and Methods	8365456	Issued	2/5/13	LO46-002	7.5 year maintenance fee due 8/5/2020
US – Firearm Assemblies and Methods (continuation)	8615918	Issued	12/31/13	LO46-003	7.5 year maintenance fee due 6/30/21
US – Handgun Frame Conversion System (provisional)	62753686	Provisional		LO46-004	Application date 10/31/2018 Priority filing deadline 10/31/2019
US – Handgun Frame Conversion (design)	29668642	Pending		LO46-005	Foreign filing deadline 4/30/2019
US – Firearm Magazine Coupler				LO46-006	Waiting for Instructions to Finish/File
US – Handgun Slide Insert System (provisional)	62794936	Provisional		LO46-007	Application date 1/21/2019 Priority filing deadline 1/21/2020

COLLATERAL PATENT – SCHEDULES

**SCHEDULE B**

**TRADEMARKS, SERVICE MARKS AND COPYRIGHTS**

U.S. TRADEMARKS							
Trademark	Class	Serial No./ Reg. No.	Registered/ Pending	Reg. Date	Exp. Date	Atty File No.	Status
US - LONE WOLF <i>handgun parts, namely, handgun frames, handgun grips, handgun barrels</i>	13	4202653	Registered	9/4/2012	9/4/2022	LO46-101	Renewal deadline 9/4/2022
US - TIMBER WOLF <i>slide action pistol frames</i>	13	4537946	Registered	5/27/2014	5/27/2024	LO46-103	Declaration 8 & 15 deadline 5/27/2020
US - LONE WOLF (words only) <i>Electronic catalog services featuring handgun frames, gun magazines, gun barrels, gun related books and DVDs, targets, aiming lasers for guns, apparel, night sights for guns, porting for guns, recoil springs for guns, lights for guns, triggers for guns, trigger safety components for guns, gun scopes and gun scope mounts, carbines for guns, gun magazine conversion kits, gun magazine catches, gun grips and grip enhancers, gun lights, gun barrel porting, gun holsters, gun</i>	35	4342026	Registered	5/28/2013	5/28/2023	LO46-104	Renewal deadline 5/28/2023

COLLATERAL PATENT - SCHEDULES

U.S. TRADEMARKS

Trademark	Class	Serial No./ Reg. No.	Registered/ Pending	Reg. Date	Exp. Date	Atty File No.	Status
slides, gun trigger safeties, retail store and on-line retail store services featuring handgun frames, gun magazines, gun barrels, gun related books and DVDs, targets, aiming lasers for guns, apparel, night sights for guns, porting for guns, recoil springs for guns, lights for guns, triggers for guns, trigger safety components for guns, gun scopes and gun scope mounts, carbines for guns, gun magazine conversion kits, gun magazine catches, gun grips and grip enhancers, gun lights, gun barrel porting, gun holsters, gun slides, gun trigger safeties							
US - ALPHA WOLF (35) electronic catalog services featuring gun barrels, gun slides, on-line retail store services featuring gun barrels, gun slides; (13) handgun parts, namely, handgun barrels	35 and 13	5200544	Registered	5/9/2017	5/9/2027	LO46-106	Declaration 8 & 15 deadline 5/9/2023
US - GREY MAN guns and parts for guns	13	Application Serial No.	Pending	Pending		LO46-107	Filed April 23, 2019, Awaiting Prosecution

## SCHEDULE C

### LICENSES

1. Contract Manufacturing Agreement (Axem Distributing, Inc.) dated April 19, 2019 with Assignor's predecessor-in-interest by assignment, Lone Wolf Distributors, Inc.
2. Lone-Wolf – RedWolf Airsoft Specialist Ltd License Agreement dated January \_\_\_\_, 2018 between Lone Wolf Distributors, Inc., Assignor's predecessor-in-interest by assignment, and RedWolf Airsoft Specialist Ltd., a Hong Kong corporation.
3. License Agreement with Hydra – in progress

COLLATERAL PATENT – SCHEDULES