OP \$165.00 2899494

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM617888

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	2	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lynn C Thompson		12/01/2020	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	LCT Enterprises, Inc.	
Street Address:	3801 East Roeser Road	
City:	Phoenix	
State/Country:	ARIZONA	
Postal Code:	55402	
Entity Type:	Corporation: ARIZONA	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2899494	.625 MAGNUM
Registration Number:	4075055	AXE GANG
Registration Number:	2898258	BIG BORE
Serial Number:	87549381	HOT LEAD
Registration Number:	5032173	NEVER UNARMED
Registration Number:	4478141	WARRIOR'S EDGE

CORRESPONDENCE DATA

Fax Number: 6126046989

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: 6126046689

Email: tsitzmann@winthrop.com **Correspondent Name:** Timothy D. Sitzmann Address Line 1: 225 South Sixth Street Address Line 2: Capella Tower Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	23224.1
NAME OF SUBMITTER:	Timothy D. Sitzmann
SIGNATURE:	/TDS/

Total Attachments: 4
source=Executed Intellectual Property Assignment - Thompson to LCT Enterprises#page1.tif
source=Executed Intellectual Property Assignment - Thompson to LCT Enterprises#page2.tif
source=Executed Intellectual Property Assignment - Thompson to LCT Enterprises#page3.tif
source=Executed Intellectual Property Assignment - Thompson to LCT Enterprises#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and effective as of December 1, 2020 (the "Effective Date") by and between, Lynn C. Thompson ("Assignor") and LCT Enterprises, Inc., an Arizona corporation ("Assignee") (collectively the "Parties" and individually a "Party").

WHEREAS, Assignor is the owner of all rights, title, interest, in and to (i) the marks identified in the attached Exhibit A (the "Marks"); (ii) any copyright in any logos, product packaging, or other copyright-protected works solely associated with the goods sold in connection with the Marks (the "Works"); and (iii) the pending patent application and the inventions described therein and relating thereto as identified in the attached Exhibit A (the "Inventions"); and

WHEREAS, the Parties desire to document the transfer of rights from Assignor to Assignee in a form suitable and acceptable for recordation with the appropriate governmental agencies.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated into this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

- 1. Assignment of Marks and Works. Assignor hereby sells, assigns, and transfers to Assignee any and all of Assignor's right, title, interest in and to the Marks throughout the world, including all rights of priority, together with any and all goodwill of the business embodied in the Marks. Assignor hereby sells, assigns, and transfers to Assignee, any and all of Assignor's right, title, interest in and to the Works. The foregoing assignments shall include: (A) any and all applications or registrations; (B) all rights to causes of action and remedies related thereto including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of any rights related to the foregoing; and (C) any other rights and interests arising out of, in connection with, or in relation to the Marks or Works.
- 2. Assignment of Inventions. Assignor hereby transfers to Assignee the entire right, title, and interest in and to the Inventions throughout the world, including (1) the right to sue for and collect damages for past, present, and future infringement of, the Inventions throughout the world; (2) all corresponding domestic and foreign applications including any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue application, or any other application based on any of the Inventions; (3) all issued patents and additional Letters Patent or similar legal protection issuing on or associated with the Inventions; (4) all trade secrets and know-how pertaining to any of the Inventions; and (5) all rights and benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent therefor to issue any Letters Patent or similar legal protection to the Assignee. Assignor authorizes the Assignee, its successors and assigns or anyone it may properly designate, to apply for Letters Patent or similar legal protection for any of the Inventions, in its own name if desired, in the U.S. and any and all

foreign countries and to make a claim of priority to any applications as entitled under U.S. law or applicable international conventions, treaties, or otherwise.

3. <u>Further Documents</u>. Assignor agrees it will make, execute and deliver any and all other instruments in writing including any and all further affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to it relating to the foregoing Marks, Works, and Inventions including, but not limited to, the Inventions and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the Marks, Works, Inventions, and associated rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

[Remainder of page intentionally left blank. Signature page immediately follows.]

20781215v3

IN TESTIMONY WHEREOF, I have hereunto set my hand on December 1, 2020

By: Lypn C. Thompson

[Signature Page to Intellectual Property Assignment]

TRADEMARK

REEL: 007143 FRAME: 0422

EXHIBIT A

Trademarks

Trademark	Serial or Registration Number
.625 Magnum	2899494
Axe Gang	4075055
Big Bore	2898258
Hot Lead	87549381
Never Unarmed	5032173
Warrior's Edge	4478141

Patents

FGX Balisong: Application no. 16/697,951, filed 11/27/19, awaiting first office action. Multiple Dart Blow Gun Projectile Holder, U.S. Patent No. 8,096,292. Stun Projectile for Blow Gun, U.S. Patent No. 8,123,637.

RECORDED: 12/31/2020