

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632849

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900594283		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RA Brands, LLC		11/23/2020	Limited Liability Company:
Remington Arms Company, LLC		11/23/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Sturm, Ruger & Company, Inc.		
Street Address:	1 Lacey Place		
City:	Southport		
State/Country:	CONNECTICUT		
Postal Code:	06890		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	71015237	MARLIN	
Serial Number:	73237813	MARLIN	
Serial Number:	74391912	MICRO-GROOVE	
Serial Number:	85051370	PRO-FIRE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3123219100		
Email:	jreilly@smbtrials.com		
Correspondent Name:	Jonna McGinley Reilly		
Address Line 1:	330 N. Wabash Ave., Suite 3300		
Address Line 2:	Swanson, Martin & Bell, LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Jonna McGinley Reilly		
SIGNATURE:	/Jonna McGinley Reilly/		
DATE SIGNED:	03/18/2021		

Total Attachments: 10

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ACQUIRED INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Acquired Intellectual Property Assignment Agreement (this “Agreement”) dated as of November 23, 2020 (the “Effective Date”) is entered into by and among RA Brands, L.L.C., a Delaware limited liability company, Remington Arms Company, LLC, a Delaware limited liability company (each, an “Assignor” and together, the “Assignors”), and Sturm, Ruger & Company, Inc. a Delaware corporation (“Recipient”).

Assignors and Recipient have entered into that certain Asset Purchase Agreement dated as of September 26, 2020, by and among Remington Outdoor Company, Inc., FGI Operating Company, LLC, FGI Holding Company, LLC, Barnes Bullets, LLC, FGI Finance Inc., Huntsville Holdings LLC, TMRI, Inc., Remington Arms Distribution Company, LLC, 32E Productions, LLC, Outdoor Services, LLC, Great Outdoor Holdco, LLC, and each of the Assignors and Recipient, as amended by that certain First Amendment to the Asset Purchase Agreement, dated November 16, 2020, (as amended from time to time in accordance with its terms, the “Purchase Agreement”). Capitalized terms used and not defined herein have the meanings ascribed to them in the Purchase Agreement.

Each Assignor wishes to assign, transfer, and convey to Recipient all of such Assignor’s right, title, and interest in and to the Acquired Intellectual Property, including, without limitation, those Intellectual Property Rights described on Schedule 1 attached hereto.

Assignors and Recipient agree as follows:

1. Assignment. Each Assignor hereby irrevocably assigns, transfers, and conveys to Recipient all right, title, and interest in, to, and under the Acquired Intellectual Property, including, without limitation, all Intellectual Property described on Schedule 1 attached hereto, the goodwill of the Acquired Intellectual Property, and all right to sue for past, present and future infringements, unauthorized use, and/or violations of any rights arising from the Acquired Intellectual Property.

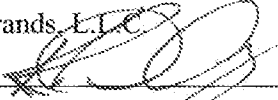
2. General. This Agreement shall be subject to Article 11 of the Purchase Agreement, which is hereby incorporated by reference herein, mutatis mutandis.

3. Notwithstanding anything to the contrary in the Purchase Agreement, Assignors and Recipient acknowledge and consent to the recordal of this Agreement with the U.S. Patent and Trademark Office and any office or agency of similar function in any foreign country. Assignors and Recipient further authorize the Commissioner of the U.S. Patent and Trademark Office and any official in any other country empowered to issue Intellectual Property registrations to record this Agreement and to issue or transfer the Acquired Intellectual Property to Recipient as owner of all right, title, and interest therein in accordance with the terms of this Agreement.

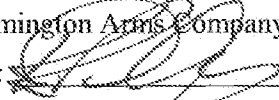
[Signature page follows]

Assignors and Recipient execute this Agreement as of the Effective Date.

Assignor:

RA Brands, LLC
By: 
Name: Ken D'Arcy
Title: Chief Executive Officer
Date: November 23, 2020

Assignor:

Remington Arms Company, LLC
By: 
Name: Ken D'Arcy
Title: Chief Executive Officer
Date: November 23, 2020

Recipient:

Sturm, Ruger & Company, Inc.
By: _____
Name: _____
Title: _____
Date: _____

Assignors and Recipient execute this Agreement as of the Effective Date.

Assignor:

RA Brands, L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

Assignor:

Remington Arms Company, LLC

By: _____

Name: _____

Title: _____

Date: _____

Recipient:

Sturm, Ruger & Company, Inc.

By: TDL, SVP/CF

Name: Thomas A. Dineen

Title: Senior Vice President & Chief Financial Officer

Date: November 20, 2020

[Signature Page to IP Assignment Agreement]

PATENTS

Schedule 1

Owner	Patent Number	Description
Remington Arms Company, LLC	6,880,282	LOCKABLE FIREARM SAFETY DEVICE
Remington Arms Company, LLC	5,479,737	FIREARM BARREL ASSEMBLY
Remington Arms Company, LLC	5,487,232	DETONATOR ASSEMBLY
Remington Arms Company, LLC	5,606,825	COCKING MECHANISM FOR A MUZZLE LOADING FIREARM
Remington Arms Company, LLC	RE37,968	DETONATOR ASSEMBLY
RA Brands LLC	6,519,888	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,141,896	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,173,518	LOCKABLE FIREARM SAFETY
RA Brands LLC	6,804,906	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	6,694,659	LOCKABLE FIREARM SAFETY DEVICE
RA Brands LLC	5,187,312	TWO STAGE TRIGGER ASSEMBLY
RA Brands LLC	10,254,063	ROTARY MAGAZINE WITH BOLT HOLD OPEN ASSEMBLY
RA Brands LLC	10,718,584	ROTARY MAGAZINE WITH BOLT HOLD OPEN ASSEMBLY

REGISTERED TRADEMARKS

Country	Trademark	Registration Number	Owner	Goods
Austria	MARLIN	100274	The Marlin Firearms Company	Firearms, in particular guns and shotguns, ammunition and floors, parts and accessories for aforesaid goods (not included in other classes)
Benelux	MARLIN	381417	Remington Arms Company, LLC	Firearms, especially rifles and shotguns; ammunition and projectiles; parts and accessories of all the aforementioned products

Canada	MARLIN	TMA494,892	Remington Arms Company, LLC	Rifles and shotguns and ammunition therefor
Canada	MARLIN	TMDA32744	Remington Arms Company, LLC	Rifles and shotguns and ammunition therefor
Colombia	MARLIN	96066	Remington Arms Company, LLC	Firearms; ammunition and shells; explosives; Fireworks
Denmark	MARLIN	VR198203886	The Marlin Firearms Company	Firearms, especially rifles and shotgun, ammunition and projectiles, including shares and accessories for all the aforesaid goods (not included in other classes)
Finland	MARLIN	88337	The Marlin Firearms Company	Firearms, especially rifles and shotguns; projectiles and ammunition; parts and fittings of all aforementioned goods
France	MARLIN	1202148	The Marlin Firearms Company	Firearms, namely carbines and guns for hunting; ammunition and projectiles; parts and accessories for all these goods
Germany	MARLIN	1046291	The Marlin Firearms Company	Firearms, in particular long pipe weapons (guns) and shotguns, bolts blasting apparatus with explosive cartridges as well as parts of such weapons, rifle barrels, gun stocks, magazines and take off; ammunition and floors; explosives; fireworks
Greece	MARLIN	71561	The Marlin Firearms Company	Firearms, mainly rifles and shotguns, ammunition and projectiles, spare parts of all the above mentioned products
Guatemala	MARLIN	36539	The Marlin Firearms Company	Firearms, ammunition, projectiles, explosive substances, fireworks
Italy	MARLIN	1482688	The Marlin Firearms Company	Firearms, in particular and shotguns; ammunition and projectiles; and parts and accessories of all said goods
New Zealand	MARLIN	141264	The Marlin Firearms Company	Firearms, in particular rifles and shotguns, ammunition and projectiles; and parts and fittings in this class for all the aforesaid goods
Nicaragua	MARLIN	10274	The Marlin Firearms Company	Firearms

Norway	MARLIN	116379	The Marlin Firearms Company	Firearms, rifles and shotguns; ammunition and projectiles; their parts (not included in other classes); gun-cases, view mirror, purifiers, and trigger on guns
Panama	MARLIN	186341	Remington Arms Company, LLC	Shotguns, rifles, revolvers and their parts, firearms, equipment and projectiles
Paraguay	MARLIN	480654	The Marlin Firearms Company	Firearms; ammunition and projectiles; explosive substances; fireworks
Peru	MARLIN	268203	RA Brands, L.L.C.	Firearms and parts thereof; ammunition
Portugal	MARLIN	215412	Remington Arms Company, LLC	Firearms such as rifles and shotguns, ammunition and projectiles, parts and accessories for the same
Spain	MARLIN	1506915	Remington Arms Company, LLC	Firearms, including shotguns, rifles, revolvers and parts of them all, and ammunition
Sweden	MARLIN	182752	The Marlin Firearms Company	Firearms, in particular rifles and shotgun; ammunition and projectiles; parts and accessories for aforesaid type of goods
Switzerland	MARLIN	317594	Remington Arms Company, LLC	Firearms, namely carbines and guns for hunting; ammunition and projectiles; their parts and accessories
United Kingdom	MARLIN	649814	The Marlin Firearms Company	Shotguns, rifles and revolvers, and parts included in Class 13, of all such goods; and ammunition
United States of America	MARLIN	5,895,398	RA Brands, L.L.C.	Firearms
United States of America	MARLIN	Appln. 88/376,548 (Allowed)	RA Brands, L.L.C.	Wheels and lug nuts for wheels for automobiles, ATV's (all terrain vehicles), and UTV's (utility terrain vehicles)
United States of America	MARLIN (Stylized)	55,158	Remington Arms Company, LLC	Shotguns, rifles, and parts thereof
United States of America	MARLIN (Stylized)	1,181,042	Remington Arms Company, LLC	Firearms and parts thereof

Colombia	MICRO-GROOVE	96068	Remington Arms Company, LLC	Firearms; ammunition and shells; explosives; Fireworks
Guatemala	MICRO-GROOVE	36540	The Marlin Firearms Company	Firearms, ammunition, projectiles, explosive substances, fireworks
Nicaragua	MICRO-GROOVE	45308	The Marlin Firearms Company	Firearms
Panama	MICRO-GROOVE	23488	The Marlin Firearms Company	Guns, rifles, machine guns and boxes of ammunition, bullets, explosives, firearms, missiles and projectiles
United States of America	MICRO-GROOVE	1,866,917	Remington Arms Company, LLC	Rifles and barrels therefor
Canada	PRO-FIRE	TMA826,841	Remington Arms Company, LLC	Triggers for firearms
European Union (Community)	PRO-FIRE	9547101	The Marlin Firearms Company	Gun lubricants and lubricants for bullets; gas for firearms; Triggers for firearms; firearms; ammunition for firearms; parts and fittings for firearms
Mexico	PRO-FIRE	1260908	The Marlin Firearms Company	Triggers for firearms
United States of America	PRO-FIRE	3,893,997	Remington Arms Company, LLC	Triggers for firearms
Canada	SOFT TECH	TMA877,048	Remington Arms Company, LLC	Recoil pads for firearms sold as an integral component of firearms; recoil pads for firearms
European Union (Community)	SOFT TECH	9547159	The Marlin Firearms Company	Gun lubricants and lubricants for bullets; gas for firearms; Recoil pads for firearms; firearms; ammunition for firearms; parts and fittings for firearms
Mexico	SOFT TECH	1201600	The Marlin Firearms Company	Recoil pads for firearms

TRADEMARK

REEL: 007226 FRAME: 0980

UNREGISTERED TRADEMARKS

(Including, but not limited to, all derivatives, variations thereof, and logos related thereto.)

Mark			
Marlin Model 1897	Marlin Model 55	Marlin Model 27	Marlin Model 26
Marlin Model 39	Marlin Model 80	Marlin Model 28	Marlin Model 25N
Marlin Model 39A	Marlin Model 512	Marlin Model 31	Marlin Model 21
Marlin Model 25MG	Marlin Model 780	Marlin Model 42	Marlin Model 25M
Marlin Model 1881	Marlin Model 925	Marlin Model 43	
Marlin Model 1893	Marlin Model 882	Marlin Model 44	
Marlin Model 1894	Marlin Model 982	Marlin Model 49	
Marlin Model 1895	Marlin Model 2000	Marlin Model 53	
Marlin Model 36	Marlin Model MR7	Marlin Model 63	
Marlin Model 336	Marlin Model XT-17	Marlin Model 120	
Marlin Model 444	Marlin Model XT-22	Marlin Model 90	
Marlin Model 60	Marlin Model XL7	Marlin Model 7000	
Marlin Model 70	Marlin Model XS7	Marlin Model 20	
Marlin Model 70PSS	Marlin Model No. 20	Marlin Model 17	
Marlin Model 70P	Marlin Model 1898	Marlin Model 19	
Marlin Model 795	Marlin Model 16	Marlin Model 24	

1. Long Live the Lever Gun
2. MARLIN CUSTOM
3. MARLIN CUSTOM SHOP

4. DARK SERIES
5. CAMP CARBINE
6. PAPOOSE
7. LEVERMATIC
8. COWBOY

DOMAIN NAMES

1. MarlinFirearms.com and MarlinCustom.com, and all credentials needed to administer and control such domain names, and any website code that is proprietary to Seller and unique to the website located at such domain name.

SOCIAL MEDIA

Access to and ownership of all main accounts, including credentials and, in the case of internet hosting, contact information for such hosting service, for all social media accounts related to the Marlin brand, including, but not limited to:

Facebook.com/MarlinFirearms

Instagram: @marlinfirearms_official

Twitter: @MarlinFirearms

YouTube.com/user/MarlinFirearms

LinkedIn.com/company/marlin-firearms*

COPYRIGHTED AND PRINT MATERIALS

Source files and related artwork for all:

- Marlin Advertisements
- Marlin Digital Advertisements
- Marlin Catalogs
- Marlin Brochures

* To be deemed Acquired Intellectual Property only if Seller is able, upon the exercise of commercially reasonable efforts, to retrieve and reactivate the credentials for the Marlin Firearms LinkedIn account, in which case such credentials shall be delivered to Buyer post-Closing, promptly upon receipt by Seller.

- Marlin Website and Advertisement Text and Copy
- Related Product and Lifestyle Imagery and related rights managed waivers and model releases

Contact information for outsourced suppliers related to, and source files for all:

- Marlin Firearms Packaging
- Marlin Accessory Packaging
- Marlin Instruction Manuals

Information regarding and, to the extent proprietarily owned, ownership of, all typeface and fonts used primarily in the Marlin Brand

TRADEMARK

REEL: 007226 FRAME: 0983

RECORDED: 02/01/2021