

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651568

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900618556		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kore Outdoor (US) Inc.		05/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Byrna Technologies Inc.		
Street Address:	100 Burt Road		
Internal Address:	Suite 115		
City:	Andover		
State/Country:	MASSACHUSETTS		
Postal Code:	01810		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5037549	TCR	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	BYR05-GN009		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ TIFFINI WAGNER /		
DATE SIGNED:	06/03/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of May 12, 2021, is made by KORE OUTDOOR (US) INC., a Delaware corporation (“**Seller**”), in favor of BYRNA TECHNOLOGIES INC., a Delaware corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), by and among the Seller, Kore Outdoor Inc., a Canadian corporation, and Buyer.

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 any corresponding entities or agencies in any applicable jurisdictions, as necessary.

NOW THEREFORE, the parties agree as follows:

1. **Definitions.** Any capitalized terms used herein and not otherwise defined herein will have the meaning assigned to such terms in the APA.

2. **Assignment.** 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) trade dress, trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, and any applicable common law trademarks relating to the Purchased Assets (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;

(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; and,

(f) As required, the Purchased Intellectual Property as described in Section 2.01(d)(i)-(v) of the Asset Purchase Agreement.

Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents for the United States Patent and Trademark Office (USPTO), the Commissioner for Trademarks for the USPTO, and similar officers for any corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be 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. Counterparts. 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.

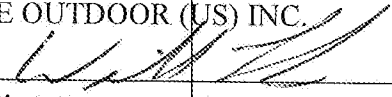
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware 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.

KORE OUTDOOR (US) INC.

By: 

Name: William Ceranski

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

BYRNA TECHNOLOGIES INC.

By: _____

Name: Bryan Ganz

Title: Chief Executive Officer

TRADEMARK

REEL: 007338 FRAME: 0827

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

KORE OUTDOOR (US) INC.

By: _____

Name: William Ceranski

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

BYRNA TECHNOLOGIES INC.

By: _____

Name: Bryan Ganz

Title: Chief Executive Officer

SCHEDULE 1
ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Projectile launcher	USA	10,295,303	May 21, 2019

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Projectile launcher	USA	62/445991	Jan 13, 2017

SCHEDULE 2

ASSIGNED TRADEMARKS AND APPLICATIONS

Trademark	Registered/Common Law	Goods/Services
MISSION	Common law	House brand (Full product line) Compressed gas guns Ammunition (rounds) Magazines CO2
MISSION-4	Common law	Compressed gas guns
MLR	Common law	Compressed gas guns
MLR-FA	Common law	Compressed gas guns
PROTX	Common law	Compressed gas guns Ammunition (Rounds) Magazines CO2
TCR	U.S. Reg. No. 5037549 for "paintball markers"	Compressed gas guns
TCR-LE	Common law	Compressed gas guns
TPR	Common law	Compressed gas guns Magazines

TRADE DRESS

TCR IP Transferred