

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM722526

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BALLISTIPAX IP HOLDING LLC		08/18/2021	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BYRNA TECHNOLOGIES INC.		
<b>Street Address:</b>	100 Burt Rd., Suite 115		
<b>City:</b>	Andover		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01810		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5868835	BALLISTIPAX	
<b>Registration Number:</b>	5823311		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7166260366		
<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>			
<b>Phone:</b>	7166261564		
<b>Email:</b>	esimpson@idealawyers.com		
<b>Correspondent Name:</b>	Ellen S. Simpson		
<b>Address Line 1:</b>	5555 Main Street		
<b>Address Line 4:</b>	Williamsville, NEW YORK 14221		
<b>ATTORNEY DOCKET NUMBER:</b>	SDIG102US		
<b>NAME OF SUBMITTER:</b>	Ellen S. Simpson		
<b>SIGNATURE:</b>	/Ellen S. Simpson/		
<b>DATE SIGNED:</b>	04/20/2022		
<b>Total Attachments: 6</b>			
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**EXECUTION COUNTERPART**

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 18, 2021, is made by BALLISTIPAX IP HOLDING LLC (“**IP HoldCo**”), a Florida limited liability company (“**IP HoldCo**”), in favor of BYRNA TECHNOLOGIES INC., a Delaware corporation (“**Byrna**”), the purchaser of certain assets of IP HoldCo pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”), by and between the IP HoldCo(together with BALLISTIPAX HOLDINGS LLC, and Byrna.

**WHEREAS**, under the terms of the Asset Purchase Agreement, IP HoldCo has conveyed, transferred, and assigned to Byrna, among other assets, certain intellectual property of Sellers, 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; Recordation.

(a) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IP HoldCo hereby irrevocably conveys, transfers, and assigns to Byrna, and Byrna hereby accepts, all of Seller's right, title, and interest in and to the following (the “**Assigned IP**”):

(i) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(ii) trade dress, trademark registrations and applications set forth on Schedule 0 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;

(iii) all rights of any kind whatsoever of IP HoldCo accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(iv) 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;

(v) 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

(vi) the Purchased Intellectual Property as described in Section 1.2(a)(iv) of the Asset Purchase Agreement.

(b) Recordation and Further Actions. IP HoldCo hereby authorizes the Commissioner for Patents for the United States Patent and Trademark Office (“**USPTO**”), the Commissioner for Trademarks for the USTPO, and similar officers for any corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Byrna. Following the date hereof, IP HoldCo shall take such steps and actions, and provide such cooperation and assistance to Byrna 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 Byrna, 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 IP HoldCo and Byrna 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**BALLISTIPAX IP HOLDING LLC**

DocuSigned by:  
By: David J. Malis  
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David J. Malis  
Manager

**ACCEPTED AND AGREED TO:**

**BYRNA TECHNOLOGIES INC.**

DocuSigned by:  
By: Michael Wager  
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Michael Wager  
Chief Strategy Officer

**SCHEDULE 1****ASSIGNED PATENTS****Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>
Protective Back-Pack	USA	<b>10,098,441</b>
Tourniquet Belt	USA	<b>10,355,160</b>

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>
N/A			

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Registration</b>
<b>Ballistipax</b>	<b>5,868,835</b>
<b>Ballistipax (design)</b>	<b>5,823,311</b>
<b>Survivor-1</b>	<b>5,862,186</b>