

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VULCAN ARMS, LLC		01/07/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	RTC2022, LLC		
Street Address:	15301 Dallas Pkwy		
Internal Address:	Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6241436	DESIGNED FOR DEFENSE	
Serial Number:	90562499	VULCAN	
Serial Number:	88793910	WEATHERLOCK	
Serial Number:	90867727	QUICKDRAW	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3142595816		
Email:	trademarks.us@dentons.com		
Correspondent Name:	Katie Krutzsch		
Address Line 1:	P.O. Box 1302		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	15810431.001		
NAME OF SUBMITTER:	Katie Krutzsch		
SIGNATURE:	/katie krutzsch/		
DATE SIGNED:	12/30/2022		

OP \$115.00 6241436

Total Attachments: 6

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VULCAN ARMS LLC

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Vulcan Arms LLC Intellectual Property Assignment Agreement ("**IP Assignment**"), dated as of January 7, 2022, is made by VULCAN ARMS, LLC, a Texas limited liability company, located at 5150 Franz Road, Suite 600, Katy, Texas 77493 ("**Assignor**"), in favor of RTC2022, LLC, a Texas limited liability company, located at 15301 Dallas Pkwy, Suite 500, Dallas, Texas 75001 ("**Assignee**"), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Assignee, on the one hand, and Assignor, Charlie Cerda, Colin McWatters, and Matthew Mitcham, on the other, dated as of January 7, 2022 (the "**APA**").

WHEREAS, Jeffrey Bashear, Charlie Cerda, Colin McWatters, and Matthew Mitcham executed an Assignment of Trademark for recording with the United States Patent and Trademark Office on December 23, 2021 regarding all good will and the users of trademark registration no. 6,472,051 for VULCAN, which was filed as Application Serial No. 88/861,841 on April 6, 2020, in the United States Patent and Trademark Office;

WHEREAS, under the terms of the APA, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the 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) the trademark registrations and trademark applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the rights to all copyrightable works used in and to conduct the Business (as defined in the APA) and all issuances, extensions, and renewals thereof (the "**Copyrights**");

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

(e) 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; and

(f) 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.

2. **Recordation and Further Actions**. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

3. **Terms of the APA**. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA 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 APA and the terms hereof, the terms of the APA 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.

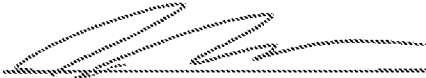
5. **Successors and Assigns**. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

VULCAN ARMS, LLC

By  _____

Name: Charlie Carda _____

Title: President _____

Address for Notices:

5150 Franz Road
Suite 600
Katy, TX 77493

AGREED TO AND ACCEPTED:

RTC2022, LLC

By _____

Name: _____

Title: _____

Address for Notices:

15301 Dallas Pkwy
Suite 500
Dallas, TX 75001

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

VULCAN ARMS, LLC

By _____

Name: _____

Title: _____

Address for Notices:

5150 Franz Road
Suite 600
Katy, TX 77493

AGREED TO AND ACCEPTED:

RTC2022, LLC

By Bryan Wilkerson /RTS

Name: Bryan Wilkerson

Title: Manager

Address for Notices:

15301 Dallas Pkwy
Suite 500
Dallas, TX 75001

SCHEDULE 1
ASSIGNED PATENTS

Patent Applications

Title	Jurisdiction	Status	Application/ Publication Number	Filing Date
Firearm Mounting Device	U.S.	Expired	62/701,935	07/23/2018
Firearm Mounting Device	U.S.	Abandoned	16/520,161	07/23/2019
Firearm Mounting Device	U.S.	Pending	17/398,682	08/10/2021

Schedule 1 to Vulcan Arms LLC Intellectual Property Assignment Agreement

SCHEDULE 2

ASSIGNED TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
VULCAN	U.S.	6,472,051	08/31/2021
DESIGNED FOR DEFENSE	U.S.	6,241,436	01/05/2021

Trademark Applications

Mark	Jurisdiction	Application Number	Filing Date
VULCAN	U.S.	90732977	05/25/2021
VULCAN	U.S.	90562499	05/25/2021
WEATHERLOCK	U.S.	88793910	02/12/2021
QUICKDRAW	U.S.	90867727	08/05/2021

Schedule 2 to Vulcan Arms LLC Intellectual Property Assignment Agreement