

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUND MODERATION TECHNOLOGIES, LLC		01/10/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	FIRST CAROLINA BANK		
Street Address:	2626 Glenwood Avenue, Suite 390		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27608		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97696654	NOMAX 33	
Serial Number:	97696450	MOJAVE 9	
Registration Number:	6001733	NO QUARTER	
Registration Number:	6000463	DEAD AIR ARMAMENT	
Registration Number:	5994890		
Registration Number:	5988660	DEAD AIR SILENCERS	
Registration Number:	5068641		
Serial Number:	86954274	NO QUARTER	
Serial Number:	86958870	DEAD AIR ARMAMENT	
Serial Number:	86954259	DEAD AIR ARMAMENT	
Serial Number:	86951008	DEAD AIR	
Serial Number:	86362067	DEAD AIR ARMAMENT	
Serial Number:	86362066	DEAD AIR ARMAMENT	
CORRESPONDENCE DATA			
Fax Number:	8044206507		
<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:	804-420-6339		
Email:	edavenport@williamsmullen.com		

OP \$340.00 97696654

Correspondent Name: Janet W. Cho, Williams Mullen
Address Line 1: 200 South 10th Street
Address Line 2: c/o IP Docketing
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER: Janet W. Cho

SIGNATURE: /Janet W. Cho/

DATE SIGNED: 01/18/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 10, 2023 (this "*Agreement*"), is made by and between SOUND MODERATION TECHNOLOGIES, LLC, a North Carolina limited liability company (the "*Grantor*") and FIRST CAROLINA BANK (the "*Secured Party*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, among Grantor, Dead Air Armament, LLC, a North Carolina limited liability company ("*DAA*"; together with Grantor, the "*Borrower*"), and Secured Party (collectively, as amended, supplemented, restated or otherwise modified from time to time, the "*Credit Agreement*"), the Secured Party has made the Commitment available to the Borrower;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Intellectual Property Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants to the Secured Party, a continuing security interest in all of Grantor's right, title and interest, whether now or hereafter existing or acquired by Grantor, in and to the following ("*Intellectual Property Collateral*"):

(a) each patent and patent application referred to on Schedule I;

(b) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs, general intangibles of a like nature, and like protections and any and all goodwill of Grantor connected with the use of any symbolized by such, as referred to on Schedule I;

(c) the right to sue third parties for past, present and future infringements of any Intellectual Property Collateral; and

(d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of the Secured Party in the Intellectual Property

Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Credit Agreement and the other Loan Documents. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[SIGNATURE PAGES FOLLOW]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

{Signature Page}

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SOUND MODERATION TECHNOLOGIES, LLC
a North Carolina limited liability company

By:  [SEAL]
Print: Thomas A. Saieed, Jr.
Its: Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT
[Signature Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

SECURED PARTY:

FIRST CAROLINA BANK

By: 
Print: Doug Ford
Its: Executive Managing Director

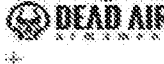

SCHEDULE I
to Intellectual Property Security Agreement

Patents:

Title	Application No.	Filing Date	Inventor	Assignee	Patent No.	Patent Grant Date	Status
Firearm Suppressor Having Concentric Baffle Chambers	17/282689	October 14, 2019	Magee, Todd A.	Sound Moderation Technologies, LLC			Published November 8, 2022
Silencer Mount	14999067	Mar 25, 2016	Todd A. Magee, Steven M. Pappas	Sound Moderation Technologies, LLC	11441867	Sep 13, 2022	Granted

Trademarks:

Trademark	Application No.	Application Date	Reg. No.	Reg. Date	Current Owner at USPTO	Status
NOMAX 33	97696654	Nov. 29, 2022			Sound Moderation Technologies, LLC	Active
MOJAVE 9	97696450	Nov. 29, 2022			Sound Moderation Technologies, LLC	Active
NO QUARTER	88567264	Aug. 05, 2019	6001733	Mar. 03, 2020	Sound Moderation Technologies, LLC	Active
DEAD AIR ARMAMENT	88464854	Jun. 07, 2019	6000463	Mar. 03, 2020	Sound Moderation Technologies, LLC	Active
Helmet/Mask Design 	88508241	Jul. 10, 2019	5994890	Feb. 25, 2020	Sound Moderation Technologies, LLC	Active
DEAD AIR SILENCERS	88504432	Jul. 08, 2019	5988660	Feb. 18, 2020	Sound Moderation Technologies, LLC	Active
Helmet/Mask Design 	86954112	Mar. 26, 2016	5068641	Oct. 25, 2016	Sound Moderation Technologies, LLC	Active
NO QUARTER	86954274	Mar. 26, 2016			Sound Moderation Technologies, LLC	Dead

DEAD AIR ARMAMENT and Design 	86958870	Mar. 30, 2016			Sound Moderation Technologies, LLC	Dead
DEAD AIR ARMAMENT	86954259	Mar. 26, 2016			Sound Moderation Technologies, LLC	Dead
DEAD AIR	86951008	Mar. 23, 2016			Sound Moderation Technologies, LLC	Dead
DEAD AIR ARMAMENT	86362067	Aug. 09, 2014			Sound Moderation Technologies, LLC	Dead
DEAD AIR ARMAMENT and Design 	86362066	Aug. 09, 2014			Sound Moderation Technologies, LLC	Dead

Copyrights:

Title of Work	Claimant	Registration No.	Registration Date
Mask Logo Design.	Sound Moderation Technologies, LLC	VA0002212193	July 14, 2020