

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gunwerks, LLC		11/04/2022	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Capital Community Bank		
Street Address:	1909 West State St		
City:	Pleasant Grove		
State/Country:	UTAH		
Postal Code:	84062		
Entity Type:	Chartered Bank: UTAH		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5081121	1000 YARDS OUT OF THE BOX	
Registration Number:	5081122	G	
Serial Number:	97855716	GUNWERKS	
Registration Number:	6193507	CLYMR	
Registration Number:	6715899	LONG RANGE UNIVERSITY	
Registration Number:	6964576	VERDICT	
Registration Number:	6961149	GUNWERKS	
Registration Number:	5272968	GUNWERKS	
Registration Number:	5068763	HELIOS	
Serial Number:	97750703	#GUNWERKED	
Registration Number:	6087436		
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>			
Email:	abacon@wnlaw.com		
Correspondent Name:	Workman Nydegger		
Address Line 1:	60 E S Temple St # 1000		
Address Line 4:	Salt Lake City, UTAH 84111		

OP \$290.00 5081121

NAME OF SUBMITTER:	J. Dustin Howell
SIGNATURE:	/J. Dustin Howell/
DATE SIGNED:	12/13/2023
Total Attachments: 4 source=Gunwerks LLC IP Security Agreement#page1.tif source=Gunwerks LLC IP Security Agreement#page2.tif source=Gunwerks LLC IP Security Agreement#page3.tif source=Gunwerks LLC IP Security Agreement#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December __, 2023 (this "Agreement"), by Gunwerks, LLC, of 201 Blackburn St., Cody, Wyoming 82414 ("Grantor") in favor of Capital Community Bank, of 1909 West State St., Pleasant Grove, Utah 84062 ("Lender")

Reference is hereby made to the Business Loan Agreement, the Commercial Line of Credit Agreement and Note, the Commercial Security Agreement, and other documents between Grantor and Lender executed on November 4, 2022 (collectively, the "Loan Agreements").

WHEREAS, as a condition precedent to the Lender making any loans or otherwise extending credit to the Grantor under the Loan Agreements, Grantor granted a security interest in collateral to Lender.

WHEREAS, as a condition precedent to the Lender making any loans or otherwise extending credit to the Grantor under the Loan Agreements, and pursuant to the Additional Collateral section of the Commercial Security Agreement, Grantor agreed to provide additional collateral upon Lender's request.

WHEREAS, Lender desires additional collateral to secure Grantor's obligations under the Loan Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consistent with the Loan Agreements, the parties hereto agree as follows:

SECTION 1. *Grant of Security Interest.* As additional collateral and security for the prompt and complete payment or performance, as the case may be, in full of the obligations under the Loan Agreements, Grantor, pursuant to the terms of the Commercial Security Agreement, hereby pledges, collaterally assigns, mortgages, transfers, and grants to the Lender, its successors and permitted assigns, on behalf of and for the ratable benefit of the Lender, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "IP Collateral"):

- A. (i) all of such Grantor's right, title and interest in, to and under its trademarks, including the trademarks and corresponding trademark registrations and pending trademark applications for registration in the United States Patent and Trademark Office set forth on Schedule I attached hereto (the "Marks"), (ii) all foreign trademark applications and registrations relating to the Marks and the right to file trademark applications in foreign countries for the Marks, (iii) the goodwill connected with the use of, and symbolized by, the Marks, (iv) rights and privileges arising under applicable Law with respect to such Grantor's use of any of the foregoing, (v) extensions and renewals thereof, (vi) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements, dilution or violation thereof, (vii) rights corresponding thereto throughout the world, (viii) rights to sue for past, present and

future infringements, dilution or violation thereof, and (ix) all proceeds and products of the foregoing;

- B. (i) all of the Grantor's right, title and interest in, to and under its patents and pending patent applications, including the patents and pending patent applications in the United States Patent and Trademark Office set forth on Schedule II attached hereto (the "Patents"), (ii) all international and foreign patents and patent applications and the right to file international and foreign patent applications relating to the Patents and Grantor's inventions, (iii) rights and privileges arising under applicable Law with respect to the Grantor's use of any of the foregoing, (iv) inventions, discoveries, designs and improvements described or claimed therein, (v) reissues, divisions, continuations, extensions and continuations-in-part thereof, (vi) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (vii) rights corresponding thereto throughout the world, (viii) all rights to sue for past, present or future infringements thereof, and (ix) all proceeds and products of the foregoing;
- C. (i) all of the Grantor's right, title and interest in, to and under all copyrights, including, but not limited to, the copyrights in the gunwerks.com website, manuals, and computer code the "Copyrights"); (ii) all rights and privileges arising under applicable Law with respect to the Grantor's use of such Copyrights, (iii) renewals, supplements and extensions thereof, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) the goodwill of the businesses with which the Copyrights are associated, (vii) all causes of action and rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Copyrights or unfair competition regarding the same, and (viii) all proceeds and products of the foregoing;
- D. all of the Grantor's right, title and interest in, to and under the gunwerks.com domain name.

SECTION 2. **Security Agreement.** The security interests granted to the Lender herein are granted in furtherance, and not in limitation of or alternative to, the security interests granted to the Lender pursuant to the Loan Agreements.

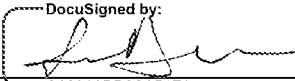
SECTION 3. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

SECTION 4. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

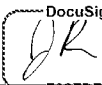
GUNWERKS, LLC

By:  _____
CA901ADB2CA54EA...

Name: Aaron Davidson

Title: President


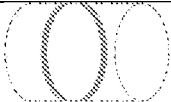
CAPITAL COMMUNITY BANK

By:  _____
F26FBEEC3C2F459...

Name: Jeff Rose

Title: Loan Officer

SCHEDULE I

Application/Registration No.	Mark
5,081,121	1000 YARDS OUT OF THE BOX
5,081,122	
97/855,716	GUNWERKS
6,193,507	CLYMR
6,751,899	LONG RANGE UNIVERSITY
6,964,576	VERDICT
6,961,149	GUNWERKS
5,272,968	GUNWERKS
5,068,763	HELIOA
97/750,703	#GUNWERKED
6,087,436	

SCHEDULE II

Application/Patent No.	Title
11,002,833	Spotting Scope with Integrated Laser Rangefinder and Related Methods
11,255,637	Riflescope Adjustment Systems
11,709,036	Riflescope Adjustment Systems
17/578,748	Riflescope Adjustment Systems
17/555,860	Riflescope with Modular Display Assembly and Related Methods
17/827,158	Adjustable Support Apparatus