

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869637

<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>
LONDON BRIDGE TRADING COMPANY, LTD.		12/15/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RFD BEAUFORT INC.		
<b>Street Address:</b>	Suite 400, 2711 Centerville		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5239767	ALL-PRO TACTICAL	
<b>Registration Number:</b>	5244382	TACTICAL TECHNOLOGY. ALL-PRO PERFORMANCE	
<b>Registration Number:</b>	5595567	LBX	
<b>Registration Number:</b>	5595568		
<b>Registration Number:</b>	5900157	LBX	
<b>Registration Number:</b>	5900158	LBX	
<b>Registration Number:</b>	5900160		
<b>Registration Number:</b>	5900159		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7205622280		
<b>Email:</b>	melissa@setterroche.com		
<b>Correspondent Name:</b>	Setter Roche Smith & shellenberger llp		
<b>Address Line 1:</b>	1860 Blake Street, Ste. 500		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	MELISSA EICHTEN		
<b>SIGNATURE:</b>	/Melissa Eichten/		

OP \$215.00 5239767

**DATE SIGNED:**

01/19/2024

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this “**Assignment**”) is made as of December 15, 2023 (the “**Effective Date**”) by and between (a) London Bridge Trading Company, Ltd., a Virginia corporation, (b) Southwest Tactical, LLC, a Virginia limited liability company ((a) and (b), collectively, the “**Assignors**”), and RFD Beaufort Inc., a Delaware corporation (“**Assignee**”).

**WHEREAS**, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated on or about the date hereof (the “**Purchase Agreement**”); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignors have agreed to convey, assign, transfer, and deliver to Assignee, among other assets, certain Intellectual Property (as defined below) owned by Assignors and have agreed to execute and deliver this Assignment.

**NOW, THEREFORE**, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree to assign and do hereby irrevocably assign, grant, convey and transfer to Assignee, and Assignee hereby accepts, all of Assignors’ right, title and interest in and to all Intellectual Property owned by Assignors included in the Purchased Assets (as defined in the Purchase Agreement), including, but not limited to, those items set forth below (collectively, the “**Assigned Intellectual Property**”). “**Intellectual Property**” means all intellectual property and proprietary rights throughout the world, including (i) all patents, patent applications, patent disclosures, and inventions and all improvements thereto (whether or not patentable or reduced to practice), and all reissues, continuations, continuations-in-part, revisions, divisional, extensions, and reexaminations in connection therewith, (ii) trademarks, service marks, domain names, trade dress, corporate names, trade names, and other indicia of source, and all registrations, applications and renewals in connection therewith (together with the goodwill associated therewith), (iii) copyrights and all works of authorship (whether or not copyrightable), and all registrations, applications and renewals in connection therewith, (iv) rights in software, (v) internet domain names, (vi) trade secrets, know-how, technologies, databases, processes, techniques, protocols, methods, formulae, algorithms, layouts, designs, specifications and confidential information, (vii) moral rights, (viii) social media accounts and all content contained therein, and (ix) rights of privacy and publicity.

(a) the trademark registrations and applications and all other corresponding rights at common law or otherwise, set forth on **Schedule I** 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;

(b) the Domain Names set forth on **Schedule II** hereto (the “**Domain Names**”), and Assignors will take such steps as are reasonably necessary to transfer the Domain Names to Assignee, including (a) unlocking the domain with the applicable registrar, (b) obtaining an authorization code for the transfer of the Domain Names from the applicable registrar, and (c) notifying Assignee of the completion of part (a) and (b) and providing such authorization code to Assignee (“**Initiation Notification**”). Assignee shall promptly complete the transfer upon its receipt of the Initiation Notification.

(c) all user names, passwords, login details, identities, hashtags, handles, and other user or account credentials for all social media accounts, including but not limited to, those set forth on **Schedule III** hereto (the “**Social Media Accounts**”);

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

(e) all rights of any kind whatsoever of Assignors accruing under any of the Assigned Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Intellectual Property; and

(g) any and all claims and causes of action with respect to any of the Assigned Intellectual Property, 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. Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**3. Recordation and Further Actions.** Assignors hereby authorize Assignee to: (a) execute on behalf of Assignors all instruments, documents, and the like to transfer the Assigned Intellectual Property to Assignee and its successors and assigns; and (b) do all acts and things necessary or expedient in furtherance of such purpose. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Assignors further covenant that from time to time after the Effective Date, Assignors will do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of accomplishing this Assignment.

**4. Counterparts.** This 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 Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as the delivery of an original signed copy of this Assignment.

**5. Successors and Assigns.** This 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 Assignment and any claim, controversy, or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party agrees that any claim, controversy, or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with the Purchase Agreement.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the Effective Date.

**ASSIGNEE:**

RFD Beaufort Inc.

DocuSigned by:  
*David Abbott*  
By: \_\_\_\_\_  
Name: David Abbott  
Title: President

**ASSIGNOR:**

London Bridge Trading Company, Ltd.

By: \_\_\_\_\_  
Name: David M. Bohannon, II  
Title: CEO and Secretary

**ASSIGNOR:**

Southwest Tactical, LLC

By: \_\_\_\_\_  
Name: David M. Bohannon, II  
Title: Manager

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the Effective Date.

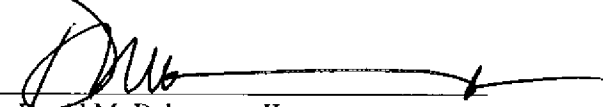
**ASSIGNEE:**

RFD Beaufort Inc.

By: \_\_\_\_\_  
Name:  
Title:

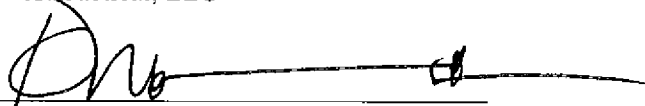
**ASSIGNOR:**

London Bridge Trading Company, Ltd.

By:  \_\_\_\_\_  
Name: David M. Bohannon, II  
Title: CEO and Secretary

**ASSIGNOR:**


Southwest Tactical, LLC


By:  \_\_\_\_\_  
Name: David M. Bohannon, II  
Title: Manager


**Schedule I**  
**Trademark Registrations and Applications**

<b><u>Mark/Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Status/Key Dates</u></b>	<b><u>App. No./Reg. No.</u></b>	<b><u>Full Goods/Services</u></b>
<u>ALL-PRO TACTICAL</u>	United States (Federal)	Registered, July 11, 2017 Office Status: Registered Int'l Class: 18,25,26 First Use: July 13, 2013 Filed: July 12, 2016 Registered: July 11, 2017 Register Type: Principal Register	RN: 5239767 SN: 87100496	Int'l Class: 18, 25, 26 (Int'l Class: 18) sports equipment bags (Int'l Class: 25) athletic and outdoor wear, namely, hats, shirts, jackets and sweatshirts (Int'l Class: 26) licensed collegiate and professional sports-related morale and military patches for clothing made of rubber, plastic, vinyl and cloth
<u>TACTICAL TECHNOLOGY ALL PRO PERFORMANCE</u>	United States (Federal)	Registered, July 18, 2017 Office Status: Registered Int'l Class: 18,25,26 First Use: July 13, 2013 Filed: July 13, 2016 Registered: July 18, 2017 Register Type: Principal Register	RN: 5244382 SN: 87102451	Int'l Class: 18, 25, 26 (Int'l Class: 18) Sports equipment bags (Int'l Class: 25) Athletic and outdoor wear, namely, hats, shirts, jackets and sweatshirts (Int'l Class: 26) Licensed collegiate and professional sports-related morale and military patches for clothing made of rubber, plastic, vinyl and cloth
<u>LBX</u>	United States (Federal)	Registered, October 30, 2018 Int'l Class: 25 First Use: March, 2013 Filed: March 26, 2018 Registered: October 30, 2018 Register Type: Principal Register	RN: 5595567 SN: 87849259	Int'l Class: 25 (Int'l Class: 25) Clothing, namely, tops, bottoms, pants, combat pants, combat shirts, t-shirts, pullovers, sweatshirts, hoodies, jackets; headwear, namely, caps, hats





Mark/Name	Jurisdiction	Status/Key Dates	App. No./Reg. No.	Full Goods/Services
	United States (Federal)	Registered, October 30, 2018 Int'l Class: 25 First Use: March, 2013 Filed: March 26, 2018 Registered: October 30, 2018 Register Type: Principal Register	RN: 5595568 SN: 87849303	Int'l Class: 25 (Int'l Class: 25) Clothing, namely, tops, bottoms, pants, combat pants, combat shirts, t-shirts, pullovers, sweatshirts, hoodies, jackets; headwear, namely, caps, hats
LBX	United States (Federal)	Registered, November 5, 2019 Int'l Class: 09, 18 First Use: March, 2013 Filed: March 26, 2018 Registered: November 5, 2019 Register Type: Principal Register	RN: 5900157 SN: 87849276	Int'l Class: 09, 18 (Int'l Class: 09) Mesh pouches made in whole or substantial part of textile specially adapted for personal electronic devices, namely, cell phones, electrical power charging cords, data cables, external hard drives, memory cards and GPS navigation and tracking devices, excluding gaming apparatus; Mesh pouches made in whole or substantial part of textile for protective ballistic body armor (Int'l Class: 18) Backpacks, duffel bags, travel bags, wheeled bags, utility pouches of textile, drawstring pouches, mesh pouches of textile, pouches of textile; tool pouches sold empty
LBX	United States (Federal)	Registered, November 5, 2019 Int'l Class: 13 First Use: February, 2013 Filed: March 26, 2018 Registered: November 5, 2019 Register Type: Principal Register	RN: 5900158 SN: 87849285	Int'l Class: 13 (Int'l Class: 13) Ammunition bags and pouches, ammunition pouches sold in panels, ammunition belts; bags adapted to hold rifles, bags adapted to hold and carry firearms; straps for firearms; weapons retention kits comprised of weapon upper receiver in the nature of a mount

Mark/Name	Jurisdiction	Status/Key Dates	App. No./Reg. No.	Full Goods/Services
	<p>United States (Federal)</p>	<p>Registered: November 5, 2019            Intl Class: 13            First Use: February, 2013            Filed: March 26, 2018            Registered: November 5, 2019            Register Type: Principal Register</p>	<p>RN: 5900160            SN: 87849476</p>	<p>Intl Class: 13            (Intl Class: 13)            Ammunition bags and pouches, ammunition pouches sold in panels, ammunition belts; bags adapted to hold rifles, bags adapted to hold and carry firearms; straps for firearms; weapons retention kits comprised of weapon upper receiver in the nature of a mount for attaching accessories to the upper portion of a firearm, weapon lower receiver in the nature of a mount for attaching accessories to the lower portion of a firearm, a mount for attaching accessories to the grip of a firearm, firearm grip, firearm buttstock, firearm rail, firearm ammunition magazines and firearm cartridges; firearm slings, sling straps for firearms</p>

Mark/Name	Jurisdiction	Status/Key Dates	App. No./Reg. No.	Full Goods/Services
	United States (Federal)	Registered: November 5, 2019 Intl Class: 09, 18 First Use: March, 2013 Filed: March 26, 2018 Registered: November 5, 2019 Register Type: Principal Register	RN: 5900159 SN: 87849368	Intl Class: 09, 18 (Intl Class: 09) Mesh pouches made in whole or substantial part of textile specially adapted for personal electronic devices, namely, cell phones, electrical power charging cords, data cables, external hard drives, memory cards and GPS navigation and tracking devices, excluding gaming apparatus; Mesh pouches made in whole or substantial part of textile for protective ballistic body armor (Intl Class: 18) Backpacks, duffel bags, travel bags, wheeled bags, utility pouches of textile, drawstring pouches, mesh pouches of textile, pouches of textile; tool pouches sold empty

Common Law Trademarks

- LONDON BRIDGE TRADING
- LBT
- GOLD LABEL GROUP
- 
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**Schedule II**

**Domain Names**

- \* <lbtinc.com>
- \* <londonbridgetrading.com>
- \* <lbxtactical.com>
- \* <allprotactical.com>

**Schedule III**

**Social Media Accounts**

<b><u>Social Media Platform</u></b>	<b><u>URL</u></b>
Facebook	<a href="https://www.facebook.com/londonbridgetrading/">https://www.facebook.com/londonbridgetrading/</a>
YouTube	<a href="https://www.youtube.com/user/LondonBridgeTrading">https://www.youtube.com/user/LondonBridgeTrading</a>
Instagram	<a href="https://www.instagram.com/lbtinc/">https://www.instagram.com/lbtinc/</a>
LinkedIn	<a href="https://www.linkedin.com/company/london-bridge-trading-co/">https://www.linkedin.com/company/london-bridge-trading-co./</a>

**Schedule IV**

**Patents**

<b><u>Title</u></b>	<b><u>Patent Number</u></b>	<b><u>Issue Date</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>
CARRIER SYSTEM	US 10,383,425	2019/08/20	15/484,518	2017/04/11
CARRIER SYSTEM	US 11,064,792	2021/07/20	16/544,780	2019/08/19