

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. Armin Landolt		09/10/2010	INDIVIDUAL: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Gamma Recherches et Technologies Holding SA		
Street Address:	Chemin de la Vuarpillière 35		
City:	1260 Nyon		
State/Country:	SWITZERLAND		
Entity Type:	COMPANY: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1880532	SPHINX	
CORRESPONDENCE DATA			
Fax Number:	4154803255		
<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:	720-289-2300		
Email:	dsmith@holleymenker.com		
Correspondent Name:	Andrew M. Smith		
Address Line 1:	P.O. Box 1219		
Address Line 4:	Sausalito, CALIFORNIA 94966		
DOMESTIC REPRESENTATIVE			
Name:	Andrew M. Smith		
Address Line 1:	P.O. Box 1219		
Address Line 4:	Sausalito, CALIFORNIA 94966		
NAME OF SUBMITTER:	Andrew M. Smith		
SIGNATURE:	/Andrew M. Smith/		
DATE SIGNED:	07/28/2015		
Total Attachments: 32			
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SPHINX SYSTEMS AG

Share Capital Sale Agreement

Gamma Recherches et Technologies Holding SA

Mr Armin LANDOLT

10 September 2010

**AGREEMENT ON THE SALE OF SHARES AND GUARANTEE ON ASSETS AND
LIABILITIES**

BETWEEN THE UNDERSIGNED:

- **Gamma Recherches et Technologies Holding SA**, a limited company incorporated under Swiss law, the registered office of which is located in Nyon, at Chemin de la Vuarpillière 35, registered in the Commercial Register of the Canton of Vaud under number CH 550-1029909-4, represented herein by Mr Jan Henrik JEBSEN, acting in his capacity as Chairman, with all powers for the purposes hereof,

hereinafter referred to as the "**Purchaser**" and/or the "**Beneficiary**",

party of the first part,

AND

- **Mr Armin LANDOLT**, born on 28 May 1965, a native of Näfels, with address for service at 3652 Hilterfingen, Staatsstrasse 38, of Swiss nationality;

hereinafter referred to together as the "**Seller**" and/or the "**Guarantor**",

party of the second part,

Particularly participating herein:

- **The company Sphinx Systems SA**, a limited company incorporated under Swiss law with a share capital of CHF 100,000, fully paid up, the registered office of which is located in 3800 Matten, at Gsteigstrasse 12, and registered in the Bern, Mittelland Commercial Register, under number CH 092.3.006.576-0 (**hereinafter the "Company"**), represented herein by Mr Armin Landolt, acting in his capacity as Chairman, with all powers for the purposes hereof,
- **Ms Suzanne BRUNNER**, with address for service at 3652 Hilterfingen, Staatsstrasse 38,
()

The undersigned first and second parties, as well as the Company are hereinafter referred individually as the "**Party**", and together as the "**Parties**".

RECITALS:

The Seller holds 200 registered shares in the Company, with a nominal value of CHF 500.00, representing the entire share capital of Sphinx Systems SA (Ltd), (AG).

Sphinx Systems SA is company which develops, manufactures, sells and repairs weapons.

The Seller wishes to sell his holding in the Company while improving the synergies thereof. He met the representatives of Gamma Recherches et Technologies Holding SA, which carries on a similar activity through its subsidiaries in Switzerland and the United States, with a view to discussing the terms and conditions for a possible take-over of the Company.

The Parties then came together to study the terms for the sale of the Company's shares and, on 7 July 2010, the Purchaser sent a letter of intention through its Counsel.

Following negotiations, the Parties agreed the following, namely, to transfer all the Shares Sold to the Purchaser.

1. DEFINITIONS

Shares Means the 200 registered shares each with a nominal value of CHF 500, making up the entire share capital of the Company.

Shares sold Means the 200 shares at CHF 500 held by the Sellers

Activity Means, for the Company, the activity of developing, manufacturing, selling and repairing weapons

Licences

Encumbrances

Reference
accounts

Agreement Means this agreement

Closing Date Means the date of execution of this Agreement, i.e. 15 October.

Intellectual property rights Means all patents, drawings or models, expertise, trademarks, commercial names, copyright, logos, software or other intellectual property rights.

Taxes

Laws and regulations

Accounting principles

Initial price

Third party complaints

Interim Accounting Situation

Company Means the company SPHINX SYSTEMS SA (AG) (Ltd)

2. SALE OF THE SHARES

The Seller hereby irrevocably undertakes to sell, transfer and transmit to the Purchaser, who irrevocably undertakes to purchase the Company Shares Sold, i.e. 200 shares at a nominal value of CHF 500 each, free of all encumbrances, under the following terms and conditions and methods.

3. OWNERSHIP AND POSSESSION

The Purchaser shall be the owner and shall possess the Shares Sold, pursuant to the foregoing Clause 2, as from the Closing Date.

4. PRICE

5. PAYMENT TERMS

5.1 Initial payment

5.2 Additional payment

6. FORMALITIES TO BE CARRIED OUT ON THE CLOSING DATE

7. RIGHT OF PRE-EMPTION ON THE TRADEMARK

8. GUARANTEE STATEMENT

The Guarantor makes the following statements on the Closing Date, including those in the appendices, and grants the ordinary and legal guarantees relating thereto.

He recognises and accepts that the Beneficiary, on the Closing Date, acquires the Sales Sold pursuant to these statements, which were determining at the time of the decision-making process with a view to purchasing the Shares Sold at the stated price.

7.1 Incorporation and life of the Company

7.2 Share capital

The capital of the Company is divided into 200 fully paid up shares, each of a nominal value of CHF 500 and of one category only, bearer, which, previously to the transfer of the Shares Sold to the Beneficiary, belonged to the following person:

- Mr Armin LANDOLT

two hundred (200) shares

7.3 Consequences of the Share transfer

7.4 Company documents - Financial statements - Reference accounts

7.5 Receivables

7.6 Stock

7.7 Taxes

7.8 Furniture

7.9 Leases, leasing contracts

7.10 Intellectual Property Rights

Appendix 14 includes a list of all the Intellectual Property Rights that the Company uses. The Intellectual Property Rights that the Company uses belong thereto, are free of all Encumbrances, or are used in compliance with the licences validly granted by third parties and given in **Appendix 10**.

In the event that the Company is the owner of Intellectual Property Rights, it has made or has made all filings, all returns, formalities and renewals deemed to be appropriate, and paid or had paid all royalties, fees or taxes in order to retain the full validity and enforceability of the corresponding Intellectual Property Rights.

The Company has not infringed any right belonging to a third party with regard to an Intellectual Property Right.

To the Seller's best knowledge, no Intellectual Property Right, belonging to the Company or used thereby, has not or is not the subject of a proven infringement or

attempted infringement by a third party and the Intellectual Property Rights are not liable to be the subject of any claim or legal, arbitration or administrative complaint.

None of the executives, authorised agents, corporate officers or employees of the Company, former or current, owns directly or indirectly, wholly or partially, an Intellectual Property Right for which the Company has a licence or which is required for its commercial operations such as those conducted to date.

The Company has full ownership and possession of its corporate name and the right to use it without restriction and without the obligation to pay a royalty to a third party. The Company is the owner of the "Sphinx" trademark as registered in the trademark registry.

The Seller undertakes to sign, or have signed, any document of sale, proxy or other document the Company requires to be able to freely possess the whole Intellectual Property Right and, in particular as the legal representative of the registered inventor(s).

7.11 Contracts

7.12 Personnel

7.13 Insurance

7.14 Environment, health and safety

7.15 Dispute

7.16 Lists

7.17 General

9. NON-COMPETITION CLAUSE

10. PROTECTION AGAINST THE FISCAL CONSEQUENCES OF LIQUIDATION

11. EXPENSES

12. CONFIDENTIALITY

13. NOTIFICATION - TIME LIMITS

14. APPLICABLE LAW - JURISDICTION

15. WAIVER

16. INDIVISIBILITY

17. CAPACITY

18. THE ENTIRE AGREEMENT

Signed in four original copies in Morges, on 10 September 2010

The Seller:

Armin LANDOLT

The intervener:

Suzanne BRUNNER

The Purchaser:

Gamma Recherches
et Technologies
Holding SA
Jan H. JEBSEN

16. INDIVISIBILITE

[REDACTED]

17. CAPACITE

[REDACTED]

18. INTEGRALITE DE CONTRAT

[REDACTED]

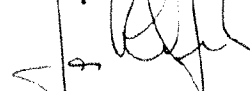
[REDACTED]

Fait en quatre exemplaires originaux à Morges, le 10 septembre 2010

Le Cédant :


Armin LANDOLT

L'Acquéreur :


Gamma Recherches
et Technologies
Holding SA
Jan H. JEBSEN

L'intervenante :


Suzanne BRUNNER

ANNEXE

14



Markenabteilung

Armin Landolt
Gsteigstrasse 12a
3800 Matten b. Interlaken

06. März 2007

Unser Zeichen: MA-Admin AMV/445094 Direktwahl:
Ihr Zeichen: SPHINX ((Sphinx))

Bestätigung
Marken Nr. 445094 SPHINX ((fig.))
- SHAB Nr. 44 vom 05.03.2007

Sehr geehrte Damen und Herren

Wir bestätigen Ihnen hiermit, dass folgende Eintragung im Markenregister vorgenommen und im Schweizerischen Handelsamtsblatt (SHAB) publiziert wurde:

Die verlängerte Marke ist 10 Jahre ab Beginn der Schutzfrist gültig (Art. 10 Abs. 1 MSchG). Die Marke wird nicht von Amtes wegen, sondern nur auf Gesuch verlängert (Art. 10 Abs. 2 MSchG).

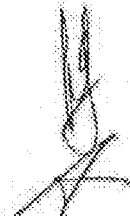
Ein Verlängerungsantrag muss innerhalb der letzten 12 Monate vor Ablauf der Gültigkeitsdauer, spätestens jedoch innerhalb von sechs Monaten nach ihrem Ablauf beim Eidgenössischen Institut für Geistiges Eigentum eingereicht werden. Wird der Verlängerungsantrag nach Ablauf der Gültigkeitsdauer eingereicht, so ist eine zusätzliche Gebühr zu entrichten (Art. 10 Abs. 3/4 MSchG).

ÄNDERUNGEN - VERLÄNGERUNGEN
P-445094
Verlängerung.

Schutzfrist ab: 06.02.2007

Publiziert im SHAB Nr. 44 vom 05.03.2007

Mit freundlichen Grüssen
Markenabteilung



Markenabteilung

Armin Landolt
Gatselgstrasse 12a
3800 Matten b. Interlaken

09. Oktober 1997

Unser Zeichen: MA-Sekt.3 mb/ Direktwahl: +41 31 322 68 04
Ihr Zeichen: SPHINX {{Sphinx}}

Eintragungsbestätigung
445094 - SHAB Nr. 192 vom 07.10.1997

Sehr geehrte Damen und Herren

folgende Angaben sind ins schweizerische Markenregister eingetragen und im Schweizerischen Handelsamtsblatt (SHAB) publiziert worden:

Für die schweizerische Markeneintragung sind KEINE ZUSÄTZLICHEN KOSTEN fällig. Entsprechende Rechnungen privater Unternehmen sind unbeschädlich. Die Eintragung ist 10 Jahre ab Beginn des Hinterlegungsdatums, das Sie aus beiliegender Eintragungsbescheinigung ersehen können, gültig (Art. 10 Abs. 1 MSchG). Die Marke wird nicht von Amtes wegen, sondern nur auf Gesuch hin verlängert (Art. 10 Abs. 2 MSchG). Die Verlängerung muss beim Institut beantragt werden.

Bitte prüfen Sie die Bescheinigung auf allfällige Fehler und teilen Sie uns diese schriftlich mit.

Innerst drei Monaten nach der Publikation der Markeneintragung im SHAB kann der/die Inhaber/in einer älteren Marke gegen Ihre Marke Widerspruch erheben. In diesem Fall werden wir Sie informieren und Ihnen Gelegenheit zur Stellungnahme geben. Sollte sich der Widerspruch als begründet erweisen, so wird die Eintragung ganz oder teilweise widerrufen.

EINTRAGUNGEN
445094
Eintragung

Nachlass Beilage

Publiziert im SHAB Nr. 192 vom 07.10.1997

Mit freundlichen Grüessen
Markenabteilung
Marc Bolt

Bescheinigung über die Eintragung einer Marke

Wir bestätigen Ihnen folgende Angaben, die ins schweizerische Markenregister eingetragen wurden.
Die Eintragung ist während 10 Jahren vom Hinterlegungsdatum an gültig.

Die Markendaten wurden wie folgt im Schweizerischen Handelsamtsblatt
Nr. 0192 vom 07. Oktober 1997 veröffentlicht;
Hinterlegungsdatum: 06. Februar 1997

Marke: 145094

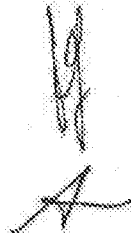


Markeninhaber/in
Armin Landolt
Gsteigstrasse 12a
3800 Matten b. Interlaken

Verzeichnis der Waren und/oder Dienstleistungen
13 Schusswaffen, Munition und Geschosse, Sprengstoffe,
Feuerwerkskörper.

Internationale Klassifikation
13

Eintragung ins Markenregister
05.09.1997

A handwritten signature or set of initials, possibly 'A', is written in the bottom right corner of the page.

09. Oktober 1997

Seite: 2

Eintragungsnummer: 445094

Markenabteilung

L. Neuenschwander

Liliane Neuenschwander





Armin Landolt
12a, Gsteigstrasse,
CH-3800 Matten b. Interlaken
Switzerland

The Patent Office
Trade Marks Registry

International Unit
Room 2-060
Government Buildings
Cardiff Road
Newport NP23 5RH
South Wales
United Kingdom

Our ref. M685232/Trade Marks IU/DH
Date 6 October 1998
Fax No. (44) 1633 811055

Dear Sirs,

International registration number : 685232
For the mark : SPHINX
Holder of the international registration : Armin Landolt

The above application was published for opposition purposes in the United Kingdom Trade Mark Journal 6229.

I am pleased to report that no opposition has been received.

The mark is therefore now protected in the United Kingdom.

Yours faithfully


Mr D Hendy
Trade Marks Examination (International)

ORGANISATION MONDIALE
DE LA PROPRIÉTÉ INTELLECTUELLE

33, chemin des Colombettes, case postale 18, CH-1211 Genève 20 (Suisse)
Compte de chèques postaux OMPI: N° 12-5090-9 Genève
Banque: Compte OMPI N° 487 950-81 auprès du Crédit Suisse, Genève
Tel. (41-22) 938 9111 Télécopieur: (41-22) 733 5428
E-Mail: intreg@mail@wipo.int Internet: http://www.wipo.int



Arrangement de Madrid
et
Protocole de Madrid
Recommandé

Armin Landolt
12a, Gsteigstrasse,
CH-3800 Matten b. Interlaken
Suisse

Genève, le 5 Février 1998

Notre référence : 806/114119501
Votre référence :

Enregistrement international no 685232 (SPHINX)

Madame,
Monsieur,

Nous vous remettons ci-joint, en application de la règle 14.1) du règlement d'exécution commun à l'Arrangement de Madrid et au protocole relatif à cet Arrangement, le certificat de l'enregistrement international susmentionné.

Cet enregistrement international sera publié dans la "Gazette OMPI des marques internationales" no : 1/1998

Bureau international de l'Organisation Mondiale
de la Propriété Intellectuelle (OMPI)

TRADEMARK
REEL: 005586 FRAME: 0201



CERTIFICAT D'ENREGISTREMENT

Le Bureau international de l'Organisation Mondiale de la Propriété Intellectuelle (OMPI) certifie que les indications figurant dans le présent certificat sont conformes aux inscriptions portées au registre international tenu en vertu de l'Arrangement et du Protocole de Madrid.

Salvatore Di Palma
Chef

Section de l'Administration

Département des enregistrements internationaux

Genève, le 5 février 1998

25 novembre 1997

685 232

Armin Landolt
12a, Gsteigstrasse,
CH-3800 Matten b. Interlaken
(Suisse).



SPHINX

Classification des éléments figuratifs:
4.2; 26.5; 27.5.

Liste des produits et services:

13 Armes à feu, munitions et projectiles, explosifs, feux d'artifice.

Enregistrement de base: Suisse, 06.02.1997, 443 094.

Désignations selon l'Arrangement de Madrid: Allemagne, Autriche, Benelux, Chine, France, Italie, Liechtenstein, République tchèque, Slovaquie, Slovénie.

Désignations selon le Protocole de Madrid: Royaume-Uni.

Déclaration d'intention d'utiliser la marque: Royaume-Uni.

Date de notification: 05.02.1998

Langue de la demande internationale: Français



The Patent Office
Trade Marks Registry

Armin Landolt
12a, Gsteigstrasse,
CH-3800 Matten b. Interlaken
Switzerland.

International Unit
Room 2-060
Government Buildings
Cardiff Road
Newport NP23 1BJ
South Wales
United Kingdom

Our ref M685232/Trade Marks IU/MS
Date 9 June 1998
Telephone (44) 1633 811194
Fax No. (44) 1633 811055
E-mail TM.INT@PATENT.GOV.UK
Your Ref :

Dear Sirs,

RE: International registration number :685232
For the mark :SPHINX
Holder of the international registration :Armin Landolt

I am pleased to advise you that the United Kingdom Trade Marks Registry is to accept the above mark.

The Registrar is required to publish his acceptance of the mark in the Trade Marks Journal. This is to allow others the opportunity to oppose the granting of protection. Publication will be in Journal number 6229 published on 10 June 1998. If you require a copy of the advertisement, please contact me on the above telephone or facsimile numbers.

Any party wishing to oppose the granting of protection has three months from the date of publication in which to do so. If notice of opposition is received you will be sent details of the grounds on which it is based. If by the end of the three months no opposition has been received, the mark will granted protection in the UK.

Yours faithfully

Mr Mark Skyrme
Trade Marks Examination (International)

An Executive Agency of the Department of Trade and Industry

TRADEMARK
REEL: 005586 FRAME: 0203

Dr. Lusuardi AG

Patentanwaltsbüro

European Patent Attorneys
Conseils en propriété intellectuelle

Briefadresse Kreuzbühlstrasse 8
CH-8008 Zürich
Telefon +41 (0)1 251 66 92
Telefax +41 (0)1 251 75 74
E-Mail lusuardi@lusuardi.ch
Bank UBS AG
CH-8077 Zürich
Postcheck 80-30517-4

Sphinx Systems Ltd.
Herr A. Landolt
Gsteigstrasse 12
3800 Matten

Ihr Zeichen Ihr Brief vom Unser Zeichen Datum 4. September 2001

M-399/CH

**Betr.: Schweizer Markenmeldung Nr. 00827/2001 „SPHINX“
Im Namen von Armin Landolt, 3800 Matten bei Interlaken**

Sehr geehrter Herr Landolt,

Es freut uns, Ihnen in der Beilage das Original der Registrierungsurkunde zu obengenannter Marke zustellen zu können.

Wir ersuchen Sie, folgende Daten zu vermerken:

Eintragungsnummer: 487673

Schutzdauer: 10 Jahre ab Hinterlegung (25. Januar 2001)

Erteilungsdatum: 06.08.2001

Erneuerungstermin: 25. Januar 2011

Wir haben den Erneuerungstermin in unserer Fristenkontrolle notiert und werden Sie – jedoch ohne Verbindlichkeit für uns – an diesen erinnern.

Mit freundlichen Grüssen

P. Kaiser

- Urkunde (Original)



TRADEMARK
REEL: 005586 FRAME: 0204



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 30, 1997

PTAS



100450238A

WALTER C. FARLEY
SUITE 618
3730 UNIVERSITY BLVD., WEST
WHEATON, MD 20902-1949

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/26/1997

REEL/FRAME: 8574/0129
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ITM INDUSTRIAL TECHNOLOGY &
MACHINES AG

DOC DATE: 06/13/1997

ASSIGNEE:

SPHINXWERK MULLER AG
ST. NIKLAUSSTRASSE 1, MULLENHOF
CH-4500 SOLOTHURN, SWITZERLAND

SERIAL NUMBER: 07280988
PATENT NUMBER: 4876813

FILING DATE: 12/07/1988
ISSUE DATE: 10/31/1989

ANNIE HARRELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

TRADEMARK
REEL: 005586 FRAME: 0205

Bescheinigung über die Eintragung einer Marke

Wir bestätigen Ihnen folgende Angaben, die ins schweizerische Markenregister eingetragen wurden.

Die Eintragung ist während 10 Jahren vom Hinterlegungsdatum an gültig.

Die Markendaten wurden wie folgt im Schweizerischen Handelsamtsblatt Nr. 0168 vom 31. August 2001 veröffentlicht:

Hinterlegungsdatum: 25. Januar 2001

Marke: 487673

SFHINK

Markeninhaber/in

Armin Landolt
Gsteigstrasse 12
3800 Matten b. Interlaken

Vertreter/in

Dr. Lusuardi AG
Kreuzbühlstrasse 8
8008 Zürich

Verzeichnis der Waren und/oder Dienstleistungen

- 8 Messerschmiedewaren, Sieb- und Stichwaffen.
- 9 Schiessbrillen und Sportbrillen.
- 10 Gehörschutzgeräte.
- 13 Schusswaffen, insbesondere Hand- und Faustfeuerwaffen; Munition und Geschosse; Sprengstoffe, Feuerwerkskörper.
- 14 Juwelierwaren, Schmuckwaren; Uhren und Zeitmessinstrumente.
- 25 Bekleidungsstücke, Schuhwaren, Kopfbedeckungen.
- 28 Schiesssportartikel, nämlich Bogenschiessgeräte und Schiessscheiben.
- 30 Feine Backwaren und Konditorwaren, Schokolade und Schokoladeerzeugnisse.
- 35 Auskunftsdienste in bezug auf Telefonabonnenten.
- 41 Ausbildung auf dem Gebiet des Schiesswesens, der Selbstverteidigung und des Personenschutzes; Sport- und Schiesskurse.
- 42 Personen-Überwachungsdienste; Erstellen von Programmen für die Datenverarbeitung.

Internationale Klassifikation

8-10, 13-14, 25, 28, 30, 35, 41-43

Eintragung ins Markenregister

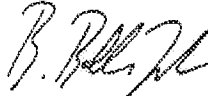
06.08.2001

September 2001

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