

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLYCASE AMMUNITION, LLC		08/31/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	POLYONE CORPORATION		
Street Address:	33587 WALKER ROAD		
City:	AVON LAKE		
State/Country:	OHIO		
Postal Code:	44012		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4219737	POLYCASE	
Registration Number:	4264741	POLYCASE AMMUNITION	
Registration Number:	4816200	INCEPTOR	
Registration Number:	4816199	FIREFLY	
Registration Number:	4707887	ARX	
Registration Number:	4368282	THE AMMO OF THE FUTURE HAS ARRIVED	
Registration Number:	4217526	POLYFORCE	
Registration Number:	4217415	POLYFORCE AMMUNITION	
Registration Number:	4241072	POLYFORCE PREFERRED AMMUNITION	
CORRESPONDENCE DATA			
Fax Number:	4409303830		
<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:	4409303330		
Email:	michael.sambrook@polyone.com		
Correspondent Name:	MICHAEL J. SAMBROOK		
Address Line 1:	33587 WALKER ROAD		
Address Line 2:	POLYONE CORPORATION		
Address Line 4:	AVON LAKE, OHIO 44012		

CH \$240.00 4219737

ATTORNEY DOCKET NUMBER:	POLYCASE
NAME OF SUBMITTER:	Michael J. Sambrook
SIGNATURE:	/Michael J. Sambrook/
DATE SIGNED:	09/07/2017
Total Attachments: 4 source=POLYCASE_TO_POLYONE_ASSIGNMENT_FOR_RECORDATION#page1.tif source=POLYCASE_TO_POLYONE_ASSIGNMENT_FOR_RECORDATION#page2.tif source=POLYCASE_TO_POLYONE_ASSIGNMENT_FOR_RECORDATION#page3.tif source=POLYCASE_TO_POLYONE_ASSIGNMENT_FOR_RECORDATION#page4.tif	



POLYCASE AMMUNITION
The Ammo of the Future has Arrived

41 Arley Road, Ste C
Savannah, Georgia, 31408

+1 (912) 335-5101
info@polycaseammo.com

PolyCaseAmmo.com

August 31, 2017

VIA E-MAIL AND UPS

Joel Rathbun
Senior Vice President, Mergers & Acquisitions
PolyOne Corporation
33587 Walker Road
Avon Lake, Ohio 44012

Dear Joel:

This letter agreement (this "Agreement") sets forth the agreement between PolyCase Ammunition, LLC ("Assignor") and you ("Assignee") with respect to the Acquired Rights (as defined below).

1. Transfer of Acquired Rights. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys, and quitclaims to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest of every kind and nature in and to Assignor's intellectual property rights used in the design, manufacture, and sale of Assignor's products (the "Acquired Rights"). The Acquired Rights include without limitation any:

- (a) copyrights, granted patents, patent applications, trade secrets, registered trademarks, trademark applications, and trade names, together with the goodwill of the business connected with the use of, and symbolized by, such trademarks, whether registered or unregistered;
- (b) issuances, extensions, and renewals of any registrations and applications related thereto;
- (c) 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, misappropriation, violation, breach, or default; and
- (d) other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided at law or in equity throughout the world.

2. Representations and Warranties. Assignor hereby makes the following representations and warranties regarding the Acquired Rights:

(a) All required filings and fees related to the Acquired Rights have been timely filed with and paid to the relevant governmental authorities and authorized registrars, and all registrations of Acquired Rights are otherwise in good standing.

(b) Assignor is the sole and exclusive legal and beneficial, and as applicable record, owner of all right, title and interest in and to the Acquired Rights, free and clear of encumbrances other than in favor of Assignee.

(c) The Acquired Rights are all of the intellectual property necessary to operate Assignor's business as presently conducted. The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other person in respect of, Assignor's right to own, use or hold for use any Acquired Rights as owned, used or held for use in the conduct of Assignor's business as currently conducted.

(d) Assignor's rights in the Acquired Rights are valid, subsisting and enforceable. Assignor has taken all reasonable steps to maintain the Acquired Rights and to protect and preserve the confidentiality of all trade secrets included in the Acquired Rights.

(e) The conduct of Assignor's Business as currently and formerly conducted, and the Acquired Rights as currently or formerly owned, licensed or used by Assignor, have not infringed, misappropriated, diluted or otherwise violated, and have not, do not and will not infringe, dilute, misappropriate or otherwise violate, the intellectual property or other rights of any person.

(f) There are no actions (including any oppositions, interferences or re-examinations) settled, pending or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the intellectual property of any person by Assignor in connection with the Acquired Rights; (ii) challenging the validity, enforceability, registrability or ownership of any Acquired Rights; or (iii) by Assignor or any other person alleging any infringement, misappropriation, dilution or violation by any person of any Acquired Rights. Assignor is not subject to any outstanding or prospective governmental order (including any motion or petition therefor) that does or would restrict or impair the use of any Acquired Rights.

3. Consideration. As consideration in full for the Acquired Rights, Assignee shall:



Handwritten initials

4. Further Assurances. From and after 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 carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

5. License Grant. In further consideration of Assignor's entering into this Agreement,



6. General.

(a) Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided however that Assignor may not assign, pledge, or otherwise transfer this Agreement without the prior written consent of Assignee.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Cleveland and County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

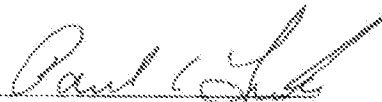
(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Counterparts. This Agreement 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 Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

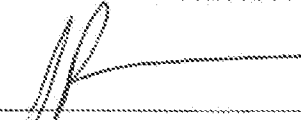
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

POLYCASE AMMUNITION, LLC

By: 

Name: PAUL C. LEMKE
Title: CEO

POLYONE CORPORATION

By: 

Name: JOEL RATHBUN
Title: SENIOR VICE PRESIDENT
MERGERS & ACQUISITIONS