

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phalanx Defense Systems, LLC		12/02/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	GTM Phalanx, LLC		
Street Address:	1250 Harris Bridge Road		
City:	Anderson		
State/Country:	SOUTH CAROLINA		
Postal Code:	29621		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4343390	DKX	
Registration Number:	5056569	TRUE MULTI-FIT HOLSTER	
Registration Number:	5104077	FRAME-LOCK SECURE FIT TECHNOLOGY	
Registration Number:	5090817	STEALTH OPERATOR	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.5085		
Email:	kiran.jassal@morganlewis.com, antonio.teixeira@morganlewis.com		
Correspondent Name:	Kiran Jassal		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, D.C. 20004-2541		
NAME OF SUBMITTER:	Kiran Jassal		
SIGNATURE:	/Kiran Jassal/		
DATE SIGNED:	01/03/2020		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment ("Assignment Agreement"), by and between Phalanx Defense Systems, LLC, a Florida limited liability company ("Assignor") and GTM Phalanx, LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee are sometimes referred to herein collectively as the "Parties."

WHEREAS, Assignor was the owner of the marks set forth on Schedule A hereto (the "Marks"), and the goodwill associated with the Marks, and desired to assign all of Assignor's rights, title, and interest in and to the Marks along with the associated goodwill to the Assignee;

WHEREAS, the Parties entered into the Asset Purchase Agreement, dated December 2, 2019;

WHEREAS, through the Asset Purchase Agreement, Assignor transferred, among other things, all of its Intellectual Property (as defined in the Membership Interest Purchase Agreement), including but not limited to the Marks and the associated goodwill; and

WHEREAS, the Parties wish to confirm the assignment of the Marks and the associated goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby confirms that it has sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee acquired, and accepted from Assignor, all of Assignor's rights, title, and interest in, to, and under the Marks, including all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements of any of the Marks, in each case, free and clear of all liens, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.
2. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer of the Marks.
3. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, and any other applicable governmental authority, to issue or transfer the Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Assignment Agreement with all applicable government authorities so as to perfect its ownership of the Marks.
4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

Assignor:

PHALANX DEFENSE SYSTEMS, LLC

By: 

Name:

Title:

James Coats

CEO

Assignee:

GTM PHALANX, LLC

By: _____

Name:

Title:

[Signature Page to the Confirmatory Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

Assignor:

PHALANX DEFENSE SYSTEMS, LLC

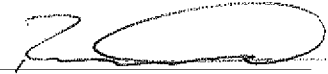
By: _____

Name:

Title:

Assignee:

GTM PHALANX, LLC

By:  _____

Name: Peter Haabestad

Title: President

[Signature Page to the Confirmatory Intellectual Property Assignment Agreement]

Schedule A

Marks

Mark	Reg. No.	Status	Country	Filing Date	Reg. Date	Owner
DKX	4343390	Registered	United States of America	Jan. 13, 2012	May 28, 2013	Phalanx Defense Systems, LLC
TRUE MULTI-FIT HOLSTER	5056569	Registered	United States of America	Apr. 20, 2016	Oct. 04, 2016	Phalanx Defense Systems, LLC
FRAME-LOCK SECURE FIT TECHNOLOGY	5104077	Registered	United States of America	Apr. 21, 2016	Dec. 20, 2016	Phalanx Defense Systems, LLC
STEALTH OPERATOR	5090817	Registered	United States of America	Apr. 21, 2016	Nov. 29, 2016	Phalanx Defense Systems, LLC