

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TrackingPoint, Inc.		11/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Talon Precision Optics, LLC		
Street Address:	233 E Bay Street, Suite 615		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4471346	TRACKINGPOINT	
Registration Number:	4471347	TRACKINGPOINT	
Registration Number:	4471348	TP	
CORRESPONDENCE DATA			
Fax Number:	9727312289		
<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:	972-731-2288		
Email:	dallastrademarks@dfw.conleyrose.com		
Correspondent Name:	Michael W. Piper		
Address Line 1:	5601 Granite Parkway, Suite 500		
Address Line 4:	Plano, TEXAS 75024		
ATTORNEY DOCKET NUMBER:	4777-00100		
NAME OF SUBMITTER:	Michael W. Piper		
SIGNATURE:	/Michael W Piper/		
DATE SIGNED:	07/01/2020		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of November 28, 2018, by TrackingPoint, Inc., a Delaware corporation ("Assignor"), in favor of Talon Precision Optics, LLC, a Delaware limited liability company ("Assignee").

Pursuant to the Asset Purchase Agreement between Assignor and Assignee dated as of the date hereof ("Purchase Agreement"), Assignor sold, assigned, transferred, conveyed and delivered all of its right, title and interest in or to certain assets of the Assignor, including the Assigned Trademarks (defined below), to the Assignee.

Under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

Assignor agrees as follows:

1. Assignment of the Assigned Trademarks. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's entire right, title, and interest in, including common law and statutory domestic and foreign rights, to and under any and all (i) all trademarks and trademark registrations and applications for registration listed in Exhibit A, (ii) all goodwill associated therewith and symbolized thereby, (iii) all applications, registrations or certificates, and all extensions and renewals of such certificates, registrations and applications, and all renewals thereof, that may be issued or granted, (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing; (v) any past, present or future claims or causes of actions, either in law or equity, arising out of or related to any infringement, dilution, unfair competition, or other violation of the foregoing, including the right to sue or enforce, and (vi) the right throughout the world to file applications and/or renewals and obtain registrations in any of the foregoing in Assignee's own name throughout the world, including, without limitation, all rights of priority (collectively, "Assigned Trademarks").

2. General Provisions.

2.1 Further Actions. Assignor covenants and agrees to execute and deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the transactions contemplated by this Assignment and the Purchase Agreement, including in the implementation or perfection of this Assignment and the recording and execution of any additional documents necessary to facilitate the assignment of the Assigned Trademarks in any jurisdiction.

2.2 Governing Law. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.

2.3 Assignments and Successors. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of the parties hereto.

2.4 Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or

similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

2.5 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to all representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks, are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement. If the terms and conditions of this Assignment conflict with the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR:

TRACKINGPOINT, INC.

By:  _____

Name: Richard Wierzbicki
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

TALON PRECISION OPTICS, LLC

By:  _____

Name: Charles P. Dublin
Title: President

Exhibit A

ASSIGNED TRADEMARKS

Mark	Date of App.	Serial No.	Date of Registration	Registration No.	Country
TRACKINGPOINT (WORD)	10/31/2011	85460272	01/21/2014	4471346	U.S.A.
TRACKINGPOINT (LOGO with red dot)	10/31/2011	85460282	01/21/2014	4471347	U.S.A.
TP (LOGO Shield)	10/31/2011	85460289	01/21/2014	4471348	U.S.A.
TAG TRACK XACT	09/23/2013	86071787	08/19/2014	4587493	U.S.A.
SHOT, MADE.	09/23/2013	86071789	01/13/2015	4669648	U.S.A.
ULTRA FLAT	09/22/2016	87179984	11/07/2017	5331079	U.S.A.
ONE SHOT NATION	09/22/2016	87180041	05/02/2017	5195354	U.S.A.

End of Exhibit.

