

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695042

<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>
CWI, Inc.		12/10/2021	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	America's Gunsmith Shop, LLC		
<b>Street Address:</b>	23539 84th Place		
<b>City:</b>	Salem		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53168		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6343847	AMERICA'S GUNSMITH SHOP	
<b>Registration Number:</b>	6312002	AMERICA'S GUNSMITH SHOP	
<b>Registration Number:</b>	6556018	AMERICA'S GUNSMITH SHOP	
<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>	8474419100		
<b>Email:</b>	pto@nealmcdevitt.com		
<b>Correspondent Name:</b>	Nicholas G. de la Torre		
<b>Address Line 1:</b>	1776 Ash Street		
<b>Address Line 4:</b>	Northfield, ILLINOIS 60093		
<b>ATTORNEY DOCKET NUMBER:</b>	63193.425		
<b>NAME OF SUBMITTER:</b>	Nicholas G. de la Torre		
<b>SIGNATURE:</b>	/ngt/		
<b>DATE SIGNED:</b>	12/15/2021		
<b>Total Attachments: 4</b>			
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## **EXHIBIT B**

### **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (“**Agreement**”) dated as of the 10<sup>th</sup> day of December, 2021, by and between CWI, Inc., a Kentucky corporation (“**Seller**”) and America’s Gunsmith Shop, LLC, a Wisconsin limited liability company (“**Buyer**”).

**WHEREAS**, Buyer and Seller are parties to that certain Asset Purchase Agreement by and between Seller and Buyer (the “**Asset Purchase Agreement**”); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Seller has agreed to transfer and assign all of its rights, title and interests in and to the Intellectual Property as shown on Schedule 1 attached hereto, to Buyer, and Buyer has agreed to accept such transfer and assignment as set forth in the Asset Purchase Agreement.

**NOW, THEREFORE**, pursuant to the Asset Purchase Agreement and in consideration of the Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Capitalized terms used herein that are defined in the Asset Purchase Agreement shall have the meanings ascribed to them in the Asset Purchase Agreement unless otherwise defined herein.

2. Assignment and Assumption. Seller hereby assigns and transfers to Buyer and Buyer hereby accepts and assumes all of Seller’s rights, title and interests in and to the Intellectual Property and all goodwill associated therewith, all in accordance with the terms of the Asset Purchase Agreement.

3. Further Assurances. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request, in order to fully effectuate the purposes, terms and conditions hereof and of the Asset Purchase Agreement, including as may be necessary to register any of the Intellectual Property Assets.

4. Asset Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. If the terms of this Agreement conflict with the terms of the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

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

**SELLER:**

CWI, Inc.

By: *Brent Moody*  
Name: Brent Moody  
Title: President

**BUYER:**

AMERICA'S GUNSMITH SHOP, LLC



By: *Ray Christensen*  
Name: Ray Christensen  
Title: Owner

**SCHEDULE 1  
TO THE  
INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**Tradename:** America's Gunsmith Shop

**Domain Name:** americasgunsmithshop.com

**Trademarks:**

Trademark	Country	Status	App No.	App Date (MM/DD/YY)	Reg No.	Reg Date (MM/DD/YY)
AMERICA'S GUNSMITH SHOP	United States of America	Registered	88825232	03/06/20	6343847	05/04/21
	United States of America	Registered	88825231	03/06/20	6312002	04/06/21
	United States of America	Registered	88825229	03/06/20	6556018	11/09/21