

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI165777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMITH & WESSON INC.		04/11/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	TCA IP, LLC		
Street Address:	P.O. BOX 752		
Internal Address:	7600 U.S. ROUTE 127 NORTH		
City:	VAN WERT		
State/Country:	OHIO		
Postal Code:	45891		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4257795	AMERICA'S MASTER GUNMAKER	
Registration Number:	4989684	COMPASS	
Registration Number:	3251768	CONTENDER	
Registration Number:	2227763	ENCORE	
Registration Number:	2236581	ENCORE	
Registration Number:	3314141	FLEXTECH	
Registration Number:	3251026	MAG EXPRESS	
Registration Number:	1473059	MAXI-HUNTER	
Registration Number:	3132600	NUMBER 13	
Registration Number:	3338956	POWER ROD	
Registration Number:	2252792	QLA	
Registration Number:	2225456	QLA QUICK LOAD ACCURIZOR TC	
Registration Number:	2260092	QUICK LOAD ACCURIZOR	
Registration Number:	3314142	SPEED BREECH	
Registration Number:	4022331	SPEED BREECH XT	
Registration Number:	3314296	SWING HAMMER	
Registration Number:	3210440	T/C	
Registration Number:	5571964	T/CR22	

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Property Type	Number	Word Mark
Registration Number:	5571965	T/CR22
Registration Number:	3314423	T17
Registration Number:	7157956	TC
Registration Number:	4257794	TC
Registration Number:	6981305	THOMPSON/CENTER
Registration Number:	3314640	TRIUMPH
Registration Number:	3208075	U-VIEW
Registration Number:	4613896	TC
Registration Number:	4613897	THOMPSON/CENTER
Registration Number:	5571992	TCR22

CORRESPONDENCE DATA

Fax Number: 3177133699

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.

Phone: 3177133412

Email: twagner@taftlaw.com

Correspondent Name: Tiffini Wagner

Address Line 1: One Indiana Square

Address Line 2: Suite 3500

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	GPP02-GN004
NAME OF SUBMITTER:	TIFFINI WAGNER
SIGNATURE:	TIFFINI WAGNER
DATE SIGNED:	04/15/2024

Total Attachments: 26

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (“**Assignment**”) is made effective as of April 11, 2024, by Smith & Wesson Inc., a Delaware corporation, with offices at 1852 Proffitt Springs Rd., Maryville, Tennessee, 37801 (“**Assignor**” or “**Seller**”) to TCA IP, LLC, an Indiana limited liability company, with offices at P.O. Box 752, 7600 U.S. Route 127 North, Van Wert, Ohio 45891 (“**Assignee**” or “**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, by and among Buyer, Sellers and others named therein), dated as of April 11, 2024 (the “**Asset Purchase Agreement**”). Assignor and Assignee may be referred to individually as a “Party” or collectively, as the “Parties”.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

- 1) **Trademark Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (collectively, the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 and all issuances, extensions and renewals thereof;
 - b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2) **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon written request by Buyer. Following the date hereof, upon Buyer's written request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto. If Seller shall fail to do so, then Buyer may do the same in Seller's names, and for that purpose Seller irrevocably appoints Buyer as Seller's attorney-in-fact, which such appointment shall be irrevocable and coupled with an interest.

- 3) **Terms of the Asset Purchase Agreement.** The Parties acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4) **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 5) **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- 6) **Governing Law.** This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

SMITH & WESSON INC.

By: Deana L. McPherson

Name: Deana L. McPherson

Title: EVP

AGREED TO AND ACCEPTED:

BUYER:

TCA IP, LLC

By: _____

Name: Todd R. Kriegel

Title: Manager

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

SELLER:

SMITH & WESSON INC.

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:



BUYER:

TCA IP, LLC

By: *Todd R. Kriegel*

Name: Todd R. Kriegel

Title: Manager

SCHEDULE 1

ASSIGNED TRADEMARKS, TRADEMARK REGISTRATION, AND APPLICATIONS




Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	Classes and Goods	Trademark Status
AMERICAN'S MASTER GUNMAKER	USA	85667863	Jul 3 2012	4257795	Dec 11 2012	[13] Firearms; gun barrels; gun parts	Registered
COMPASS	USA	86557398	Mar 9 2015	4989684	Jun 28 2016	[13] Firearms; rifles; muzzleloa ders	Registered
CONTENDER	USA	78949772	Aug 10 2006	3251768	Jun 12 2007	[13] Firearms	Registered
DIMENSION	Canada	1559457	Jan 12 2012	TMA884619	Aug 22 2014	[13] Firearms	Registered
DIMENSION Logo	Canada	1562992	Feb 7 2012	TMA88	Aug 22 2014	[13] Firearms	Registered
ENCORE	USA	75377886	23 1997	2227763	Mar 2 1999	[13] Single shot firearms; parts and replacement parts; therefore; barrel cleaning tools; therefore; and kits of combinatio	Registered

								ns of the above goods	
	ENCORE Logo	USA	75378032	Oct 23 1997	2236581	Apr 6 1999	[13] Single shot firearms and parts and replaceme nt parts, therefor	Registered	
	FLEXTech	USA	78775993	Dec 19 2005	3314141	Oct 16 2007	[13] Gun stocks	Registered	
	LOC Logo	Canada	1562993	Feb 7 2012	TMA886083	Sep 17 2014	[13] Firearms	Registered	
	MAG EXPRESS	USA	78804605	Feb 1 2006	3251026	Jun 12 2007	Ammuniti on for firearms	Registered	
	MAXI-HUNTER	USA	73666353	Jun 15 1987	1473059	Jan 19 1988	[13] Ammuniti on for muzzle- loading firearms	Registered	
	NUMBER 13	USA	78699422	Aug 24 2005	3132600	Aug 22 2006	[3] Cleaning preparation s for firearms	Registered	
	POWER ROD	USA	77123153	Mar 6 2007	3338956	Nov 20 2007	[13] Cleaning rods for firearms	Registered	
	QLA	USA	75376940	Oct 21 1997	2252792	Jun 15 1999	[13] Muzzleloa	Registered	

QLA QUICK LOAD ACCURIZOR and TC Logo	USA	75377157	Oct 21 1997	2225456	Feb 23 1999	Muzzleloa ding firearms [13]	Registered
QUICK LOAD ACCURIZOR	USA	75376942	Oct 21 1997	2260092	Jul 6 1999	Muzzleloa ding firearms and replaceme nt parts therefor [13]	Registered
SPEED BREECH	USA	78776001	Dec 19 2005	3314142	Oct 16 2007	Breeches of firearms [13]	Registered
SPEED BREECH XT	USA	85230176	Jan 31 2011	4022331	Sep 6 2011	Breeches of firearms [13]	Registered
SWING HAMMER	USA	78804404	Feb 1 2006	3314296	Oct 16 2007	[13] Gun parts; guns [13] Firearms; gun barrels; gun stocks; gun parts; ammunitio n for firearms; cases for firearms; cleaning implement s for	Registered
T/C	Canada	1593067	Sep 6 2012	TMAA870755	Feb 5 2014		Registered

							firearms, namely brushes, rods, pull-throughs, closer cups, shell extractors, decappers	
							[13] Firearms; gun barrels; gun stocks; gun parts; ammunition for firearms; cases for firearms; cleaning implement s for firearms, namely brushes, rods, pull-throughs, closer cups, shell extractors, decappers	Registered
T/C	USA	78699346	Aug 24 2005	3210440	Feb 20 2007			Registered
T/CR22	USA	87623556	Sep 26 2017	5571964	Sep 25 2018		[13] Rifles	Registered
T/CR22 Logo	USA	87623559	Sep 26 2017	5571965	Sep 25 2018		[13] Rifles	Registered
T17	USA	78828169	Mar 3 2006	3314423	Oct 16 2007		[3] Cleaning	Registered

							preparation s for firearms	
TC Logo	USA	90549962	Feb 26 2021	7157956	Sep 5 2023	[25] Headwear, namely, hats and caps	Registered	
TC Logo (black & white)	Canada	1593068	Sep 6 2012	TMA870756	Feb 5 2014	[13] (1) Firearms; gun barrels; gun stocks; gun parts; ammunition for firearms; cases for firearms; cleaning implement s for firearms, namely brushes, rods, pull- throughs, closer cups, shell extractors, decappers (2) Ammunition for firearms; cleaning	Registered	

						implement s for firearms, namely, brushes, rods, pull- throughs, closer cups, shell extractors, decappers; firearms; gun barrels; gun parts; gun stocks; weapon cases for firearms	
	TC Logo (black & white)	China	12182528	Feb 21 2013	12182528	[13] Firearms; gun barrels; gun stocks; ammunition n for firearms; cleaning implement s for firearms; brushes; cartridge loading apparatus; hammers	Registered

							for guns; magazines; trigger guards for guns and rifles; sights, other than telescope sights, for firearms; noise- suppressor s for guns; gun cases; rods; cleaning brushes for firearms (pull- throughs); shell extractors; decappers	
							[9] Sighting telescopes for firearms; weighing apparatus and instrument s; measures; headphone	
TC Logo (black & white)	China	21581749	Oct 17 2016	21581749	Feb 7 2018			Registered

						cups, shell extractors, decappers; cartridge loading apparatus; hammers for guns; magazines; trigger guards for guns and rifles; sights, other than telescope sights, for firearms; noise- suppressor s for guns; gun cases.	
TC Logo (black & white)	United Kingdom	UK0091546 2948	May 20 2016	UK0091546 2948	Sep 21 2016	[13] Firearms; rifles; muzzleloaders; shotguns; gun barrels; gun parts and accessories ; gun stocks; butt stocks	Registered

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						<p>and forends for firearms; ammunitio n for firearms; muzzle loading ammunitio n; cleaning implement s for firearms, namely, brushes, rods, pull- throughs, closer cups, shell extractors, decappers; cartridge loading apparatus; hammers for guns; magazines; trigger guards for guns and rifles; sights, other than telescope sights, fire firearms;</p>	
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THOMPSON/ CENTER ARMS	Australia a	1772015	May 20 2016	1772015	May 20 2016	[13] Firearms; rifles; muzzleloaders; shotguns; gun barrels; gun parts and accessories ; gun stocks; butt stocks and forends for firearms; ammunition for firearms; muzzle loading ammunition; cleaning implement s for firearms, namely, brushes, rods, pull-throughs, closer cups, shell extractors, decappers; cartridge	Registered
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							loading apparatus; hammers for guns; magazines; trigger guards for guns and rifles; sights, other than telescope sights, for firearms; noise-suppressors for guns; gun cases	
THOMPSON/ CENTER ARMS	Canada	1609379	Jan 10 2013	TMA869208	Jan 16 2014	[13] Firearms; gun barrels; gun stocks; gun parts; ammunition for firearms; cases for firearms; cleaning implements for firearms, namely brushes, rods, pull-	Registered	

						throughs, closer cups, shell extractors, decappers	
THOMPSON/ CENTER ARMS	China	12171981	2/16/2013	12171981	7/28/2014	[25] Clothing	Registered
THOMPSON/ CENTER ARMS	China	12182529	Feb 21 2013	12182529	Aug 7 2014	[13] Firearms; gun barrels; gun stocks; ammunition for firearms; cleaning implements for firearms, brushes; cartridge loading apparatus; hammers for guns; magazines; trigger guards for guns and rifles; sights, other than telescopic sights, for firearms;	Registered

							noise suppressors for guns; gun cases; rods; cleaning brushes for firearms (pull-throughs); shell extractors, decappers	
THOMPSON/ CENTER ARMS	EUTM	15463177	May 20 2016	15463177	Sep 20 2016	[13] Firearms; rifles; muzzleloaders; shotguns; gun barrels; gun parts and accessories; gun stocks; butt stocks and forends for firearms; ammunition for firearms; muzzle loading ammunition	Registered	

THOMPSON/ CENTER ARMS	New Zealand	1043407	May 20 2016	1043407	May 20 2016	[13] Firearms; rifles; muzzleloaders; shotguns; gun barrels; gun parts and accessories; ; gun stocks; butt stocks and forends for firearms; ammunition for firearms; muzzle loading ammunition; cleaning implement s for firearms, namely, brushes, rods, pull-throughs, closer cups, shell extractors, decappers, cartridge	Registered
							

							loading apparatus; hammers for guns; magazines for firearms; trigger guards for guns and rifles; sights, other than telescope sights, for firearms; noise-suppressors for guns; gun cases	
THOMPSON/ CENTER ARMS	South Africa	2016/13809	May 20 2016	2016/13809	May 20 2016	[13] Firearms; rifles; muzzleloaders; shotguns; gun barrels; gun parts and accessories; gun stocks; butt stocks and forends for	Registered	

								firearms; ammunition for firearms; muzzle loading ammunition; cleaning implements for firearms, namely, brushes, rods, pull- throughs, closer cups, shell extractors, decappers; cartridge loading apparatus; hammers for guns; magazines; trigger guards for guns and rifles; sights, other than telescope sights, for firearms; noise- suppressor
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						s for guns; gun cases	
THOMPSON/ CENTER ARMS	United Kingdom	UK0091546 3177	May 20 2016	UK0091546 3177	Sep 20 2016	[13] Firearms; rifles; muzzleloaders; shotguns; gun barrels; gun parts and accessories ; gun stocks; butt stocks and forends for firearms; ammunition for firearms; muzzle loading ammunition	Registered

							n; cleaning implements for firearms, namely, brushes, rods, pull- throughs, closer cups, shell extractors, decappers; cartridge loading apparatus; hammers for guns; magazines; trigger guards for guns and rifles; sights, other than telescope sights, for firearms; noise- suppressor s for guns; gun cases	
THOMPSON/CENTER	USA	90549946	Feb 26 2021	6981305	Feb 14 2023	[25] Headwear, namely, hats and caps	Registered	

TRIUMPH	USA	78897039	May 31 2006	3314640	Oct 16 2007	[13] Firearms	Registered
U-VIEW	USA	78804572	Feb 1 2006	3208075	Feb 13 2007	[13] Loading tools for weapons namely, gun powder measures	Registered
T/C Logo	USA	86228151	Mar 21, 2014	4613896	Sep 30 2014	[25] Clothing, namely, t-shirts and sweatshirts	Registered
THOMPSON/CENTER	USA	86228153	Mar 21, 2014	4613897	Sep 30, 2014	Clothing, namely, t-shirts and sweatshirts	Registered
T/CR22 Logo	USA	87642147	[REDACTED]	5571992	Sep 25, 2018	[13] Rifles	Registered

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