

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STI International LLC		05/12/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	STI Firearms, LLC		
Street Address:	114 Halmar Cove		
City:	Georgetown		
State/Country:	TEXAS		
Postal Code:	78628		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4267237	2011	
Registration Number:	3716627	PERFECT 10	
Registration Number:	3570438	SENTRY	
Registration Number:	4831771	STI	
Registration Number:	4836823	STI	
Serial Number:	86823956	TEXICAN	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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>			
Email:	tmdoctc@fr.com		
Correspondent Name:	Jerre B. Swann, Jr.		
Address Line 1:	P.O. BOX 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440		
ATTORNEY DOCKET NUMBER:	42967-0001002		
NAME OF SUBMITTER:	Jerre B. Swann, Jr.		
SIGNATURE:	/Jerre Swann/		
DATE SIGNED:	12/14/2018		

CH \$165.00 4267237

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”), dated as of May 12, 2016 is made by STI INTERNATIONAL LLC, a Texas limited liability company, with an address of 114 Halmar Cove, Georgetown, TX 78628, United States (“**Assignor**”) and STI FIREARMS, LLC, a Delaware limited liability company, with an address of 114 Halmar Cove, Georgetown, TX 78628, United States (“**Assignee**”), the assignee of certain assets of Assignor pursuant to that certain Membership Interest Purchase Agreement between Assignor, Assignee, and the other parties thereto, dated as of April 27, 2016 (the “**Purchase Agreement**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor is the owner of the trademark applications and registrations listed on the attached **Schedule 1**; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has assigned, transferred, delivered, and conveyed to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment for recording with governmental authorities, including, but not limited to, the U.S. Patent and Trademark Office.

NOW THEREFORE, for and in consideration of the above recitals, Ten U.S. Dollars (\$10.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers, delivers, and conveys to Assignee and its successors and assigns, and Assignee hereby accepts, all of Assignor’s present and future right, title and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth in **Schedule 1** hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law; and

(c) all Claims of Assignor against third parties relating to the Assigned Trademarks, whether choate or inchoate, known or unknown, contingent or non-contingent.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by

Assignee. Assignor shall execute such documents and other instruments and take such further actions as may reasonably be required or desirable to carry out the provisions hereof and consummate the assignment contemplated hereby.

3. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties hereto and their respective permitted successors and assigns any remedy or claim under or by reason of this Assignment or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions contained in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their respective permitted successors and assigns.

4. Assignment; Binding Effect. This Assignment may not be assigned by operation of law or otherwise by either party without the prior written consent of the other party not to be unreasonably withheld; provided that Assignee may assign this Assignment to any Affiliate of Assignee without the prior written consent of Assignor; provided that such assignment shall not release Assignee from any obligations or liabilities under this Assignment. Any attempted assignment of this Assignment in contravention of this Section will be void *ab initio*. This Assignment shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be construed, interpreted and the rights of the parties shall be determined in accordance with the laws of the State of Delaware, without regard to any choice of law rules that would require the application of the laws of any other jurisdiction.

6. Construction. This Assignment is delivered pursuant to and is subject to the Purchase Agreement and the Purchase Agreement shall survive the execution and delivery of this Assignment pursuant to the terms and conditions specified therein. Nothing herein is intended to enlarge, modify, limit, alter or otherwise affect the representations, warranties, covenants, indemnities and agreements contained in the Purchase Agreement, and such representations, warranties, covenants, indemnities and agreements shall remain in full force and effect in accordance with the terms of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, (a) with respect to the effectiveness and enforceability of the transfer, assignment and sale of the Assigned Trademarks, including without limitation, as contemplated by Section 1 of this Assignment, the terms of this Assignment shall control, and (b) other than as contemplated in the immediately preceding subparagraph (a), the terms of the Purchase Agreement shall control.

7. Counterparts. This Assignment may be executed by facsimile or other electronic means and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart of this Agreement may be executed via facsimile transmission or by email transmission in PDF format.

[SIGNATURE PAGE FOLLOWS]

The parties hereto have duly executed this Assignment as of the date first written above.

ASSIGNOR:

STI INTERNATIONAL LLC

By: STI International Holdings, Inc.
Its: Sole Member

By: *Greg Mooney*
Name: GREG MOONEY
Title: PRESIDENT/CEO

STATE OF Texas :

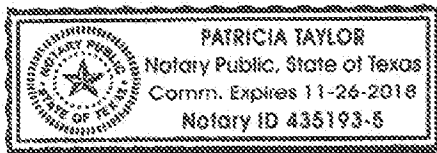
COUNTY OF Harris :

Subscribed and sworn to before me on this 12th day of May,
2016, by GREG MOONEY, proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

[seal]
Patricia Taylor

Notary Public

Name: PATRICIA TAYLOR
Commission Expires: 11/26/18

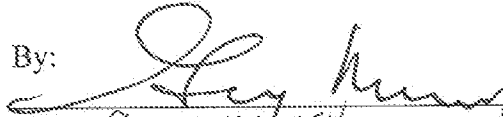


ACCEPTED AND ACKNOWLEDGED:

ASSIGNEE:

STI FIREARMS, LLC

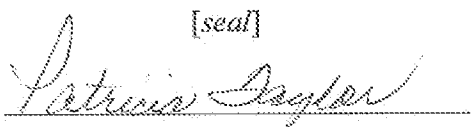
By: STI International LLC
Its: Sole Member

By: 
Name: GREG MOONEY
Title: PRESIDENT / CEO

STATE OF Texas :

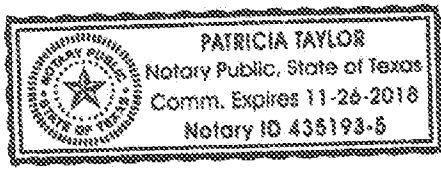
COUNTY OF Williamson :

Subscribed and sworn to before me on this 12th day of May,
2016, by GREG MOONEY, proved to me on the basis of satisfactory
evidence to be the person who appeared before me.

[seal]


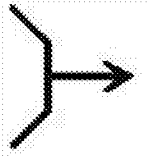
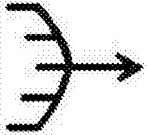

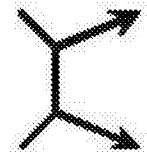
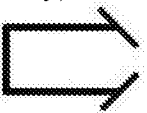
Notary Public

Name: PATRICIA TAYLOR
Commission Expires: 11/26/2018






SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Status	Serial No.	Registration No.	Intl. Class	Owner
U.S.	(Design Only) 	Pending	86839346		13, 28	STI International, Inc.
U.S.	(Design Only) 	Pending	86839148		13, 28	STI International, Inc.
U.S.	(Design Only) 	Pending	86840828		13, 28	STI International, Inc.
U.S.	(Design Only) 	Pending	86840852		13, 28	STI International, Inc.
U.S.	(Design Only) 	Pending	86840802		13, 28	STI International, Inc.

Jurisdiction	Trademark	Status	Serial No.	Registration No.	Intl. Class	Owner
U.S.	2011	Registered	85556563	4267237	13	STI International, Inc.
U.S.	NEMESIS	Registered	85046947	4491384	13	STI International, Inc.
U.S.	PERFECT 10	Registered	77585921	3716627	13	STI International, Inc.
U.S.	SENTRY	Registered	77168938	3570438	13	STI International, Inc.
U.S.	STI	Registered	86559215	4831771	13	STI International, Inc.
U.S.	STI	Registered	86613997	4836823	28	STI International, Inc.
U.S.	TEXICAN	Pending	86823956		13	STI International, Inc.
Australia	STI	Registered	1693735	1693735	13	STI International, Inc.
Brazil	STI	Pending	909365369		28	STI International, Inc.
Brazil	STI	Pending	909365512		13	STI International, Inc.
Canada	STI	Pending	1727494		13, 28	STI International, Inc.

Jurisdiction	Trademark	Status	Serial No.	Registration No.	Intl. Class	Owner
Guatemala	STI	Pending	2015-04365		28	STI International, Inc.
Guatemala	STI	Pending	2015-04366		13	STI International, Inc.
Philippines	STI & Design 	Registered	42015004960	4960	13, 28	STI International, Inc.
Thailand	STI & Design 	Pending	987273		13	STI International, Inc.
Thailand	STI & Design 	Pending	987274		28	STI International, Inc.