

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Howell Munitions & Technology, Inc.		08/31/2019	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Kash CA, Inc.		
Street Address:	815 D Street		
City:	Lewiston		
State/Country:	IDAHO		
Postal Code:	83501-1828		
Entity Type:	Corporation: IDAHO		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4915736	AMERICAN STEEL	
Registration Number:	5182759	BIG GRAINS	
Registration Number:	5046994	BOAR BUSTER	
Registration Number:	5182830	DEPREDATION	
Registration Number:	4907872	FREEDOM MUNITIONS	
Registration Number:	4998332	FREEDOM STARTS HERE	
Registration Number:	4931874	HMT HOWELL MUNITIONS & TECHNOLOGY	
Registration Number:	5672134	HUSH	
Registration Number:	5046974	LEADVILLE	
Registration Number:	4893181	PERFORMANCE DELIVERED DOWN RANGE	
Registration Number:	4948049	PROMATCH	
Registration Number:	5192576	TAGGED OUT	
Registration Number:	5201787	X-DEF	
Registration Number:	4893066	X-TREME BULLETS	
Registration Number:	5530777	XTREME DEFENSIVE CARRY	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: daniellewilliams@eversheds-sutherland.com
Correspondent Name: James H. Johnson, Jr.
Address Line 1: 999 Peachtree St, NE, Suite 2300
Address Line 4: Atlanta, GEORGIA 30309-3996

NAME OF SUBMITTER:	Danielle Williams
SIGNATURE:	/Danielle Williams/
DATE SIGNED:	03/19/2021

Total Attachments: 11

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Howell Munitions & Technology, Inc.

- Individual Association
- General Partnership Limited Partnership

X Corporation-State - Idaho

Other _____

Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies):

Name: Kash CA, Inc.
Address: 815 D Street
City: Lewiston
State: Idaho
Zip: 83501-1828

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- X Corporation-State Idaho
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes X No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes X No

3. Nature of conveyance:

- X Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 31, 2019

4. Trademark Registration No.(s): 4,915,736, 5,182,759, 5,046,994, 5,182,830, 4,907,872, 4,998,332, 4,931,874, 5,672,134, 5,046,974, 4,893,181, 4,948,049, 5,192,576, 5,201,787, 4,893,066, 5,530,777

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James H. Johnson, Jr.
Address: Eversheds Sutherland (US) LLP
999 Peachtree Street, NE, Suite 2300
Atlanta, Georgia 30309-3996

6. Total number of registrations involved: 15

7. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

I certify that this correspondence is being electronically filed on the date given below.

ATTORNEY NAME:
James H. Johnson, Jr.

Total number of pages including
cover sheet: 11

Attorney Docket No. 94752-0001

/James H. Johnson, Jr./
Signature

Date: March 19, 2021

ASSET PURCHASE AGREEMENT

by and among

KASH CA, INC.,

and

X-TREME BULLETS, INC.,

AMMO LOAD WORLDWIDE, INC.,

CLEARWATER BULLET, INC.,

FREEDOM MUNITIONS, LLC,

HOWELL MACHINE, INC.,

HOWELL MUNITIONS & TECHNOLOGY, INC.,

LEWIS-CLARK AMMUNITION COMPONENTS, LLC, and

COMPONENTS EXCHANGE, LLC

Dated as of August ____, 2019

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), is made and entered into as of August __, 2019, ("Agreement Date"), by and among Kash CA, Inc., an Idaho corporation ("Purchaser"), on one hand, and X-TREME BULLETS, INC. ("X-Treme"), AMMO LOAD WORLDWIDE, INC. ("ALW"), CLEARWATER BULLET, INC. ("Clearwater"), FREEDOM MUNITIONS, LLC ("Freedom"), HOWELL MACHINE, INC. ("Howell Machine"), HOWELL MUNITIONS & TECHNOLOGY, INC. ("HMT"), LEWIS-CLARK AMMUNITION COMPONENTS, LLC ("LCAC"), and COMPONENTS EXCHANGE, LLC ("Components") (collectively, "Sellers" and each, a "Seller"), on the other hand. Purchaser and the Sellers are referred to herein, collectively as the "Parties" and each, a "Party." Unless otherwise defined herein, capitalized terms contained herein shall have the meanings set forth in Article I hereof.

RECITALS

A. X-Treme is an Idaho corporation. X-Treme was in the business of manufacturing bullets, but has suspended such operations.

B. ALW is an Idaho corporation. ALW is in the business of manufacturing ammoload machines and other machines for resale to third-party customers.

C. Clearwater is an Idaho corporation. Clearwater is in the business of manufacturing bullets.

D. Freedom is an Idaho limited liability company. Freedom is in the business of selling ammunition.

E. Howell Machine is an Idaho corporation. Howell Machine is in the business of fabricating parts used to build the ammoload machines manufactured by ALW and to maintain the other machinery and equipment owned by the other Sellers.

F. HMT is the parent company of X-Treme, Clearwater, ALW, Howell Machine and Freedom. While X-Treme, Clearwater, ALW, Howell Machine, Freedom and LCAC are legal entities separate from HMT, HMT and such Sellers have operated at all times on a consolidated basis.

G. LCAC is an Idaho limited liability company. LCAC was in the business of manufacturing shell cases, but no longer conducts business operations. LCAC owns items of machinery and equipment.

H. Components is an Idaho limited liability company. Components is in the business of manufacturing and assembling ammunition. Components manufactures and assembles ammunition for HMT and is paid for labor and overhead to perform such service.

I. On June 8, 2018, each Seller filed in the United States Bankruptcy Court for the District of Nevada ("Bankruptcy Court") a petition for relief under Chapter 11 of the United

States Bankruptcy Code ("**Bankruptcy Code**"). By order of the Bankruptcy Court, the Sellers' Chapter 11 cases have been jointly administered under lead case number 18-50609BTB.

J. In accordance with the provisions of sections 1107 and 1108 of the Bankruptcy Code, each Seller manages its assets and properties as a "debtor-in-possession" under the jurisdiction of the Bankruptcy Court. The Sellers' financial affairs are being managed by J. Michael Issa, the Sellers' Chief Restructuring Officer ("**CRO**").

K. Purchaser is an Idaho corporation. Purchaser has been formed for the purpose of acquiring the assets and properties of Sellers and then operating a business of producing and selling ammunition and components.

L. Pursuant to the provisions of sections 105, 363 and 365 of the Bankruptcy Code, Purchaser desires to purchase from Sellers, and Sellers desire to sell and to assign to Purchaser, all of Sellers' right, title and interest in and to the assets described in Section 2.1 of this Agreement, in accordance with the terms and conditions set forth herein ("**Transaction**").

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties intending to be legally bound hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

1.1 **Definitions.** As used herein, the following terms shall have the following meanings:

- (a) "**Accounts Receivable**" shall have the meaning set forth in Section 2.1(e) hereof.
- (b) "**Additional Assigned Contract**" shall have the meaning set forth in Section 2.6(c) hereof.
- (c) "**Advanced CFO Parties**" shall have the meaning set forth in Section 4.4(b) hereof.
- (d) "**Agreement**" shall have the meaning set forth in the preamble hereof.
- (e) "**Allocation**" shall have the meaning set forth in Section 11.2 hereof.
- (f) "**Alternative Transaction**" means the approval by the Bankruptcy Court of a sale or sales of a material portion of the Purchased Assets to a Person (other than Purchaser) who is the Prevailing Bidder at an Auction.

- (rr) "Excluded Assets" shall have the meaning set forth in Section 2.2 hereof.
- (ss) "Excluded Liabilities" shall have the meaning set forth in Section 2.4 hereof.
- (tt) "Final Order" shall mean an order of the Bankruptcy Court as to which the time for appeal shall have expired and as to which no appeal shall then be pending, or in the event that an appeal has been filed, such order shall have been affirmed by the highest court to which such order was appealed and the time to take any further appeal shall have expired.
- (uu) "Freedom" shall have the meaning set forth in the preamble hereof.
- (vv) "Governmental Body" means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.
- (ww) "Government Taking" shall have the meaning set forth in Section 9.9 hereof.
- (xx) "HMT" shall have the meaning set forth in the preamble hereof.
- (yy) "Howell Machine" shall have the meaning set forth in the preamble hereof.
- (zz) "Installment Payments" shall have the meaning set forth in Section 3.2(b) hereof.
- (aaa) "Intellectual Property" means all intellectual property and proprietary rights of any kind, including the following: (i) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, any fictitious names, d/b/a's or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (iii) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (iv) computer software, computer programs, and databases (whether in source code, object code or other form); and (v) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith.
- (bbb) "Interim Operating Agreement" shall have the meaning set forth in Section 4.2(g) hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers or members as of the Agreement Date.

SELLERS:

X-TREME BULLETS, INC.,

As a Seller and Debtor-in-Possession

By: J.M. Issa
Name: J. M. ISSA
Its: CEO

AMMO LOAD WORLDWIDE, INC.,

As a Seller and Debtor-in-Possession

By: J.M. Issa
Name: J. M. ISSA
Its: CEO

CLEARWATER BULLET, INC.,

As a Seller and Debtor-in-Possession

By: J. M. Issa
Name: J. M. ISSA
Its: CRO

FREEDOM MUNITIONS, LLC,

As a Seller and Debtor-in-Possession

By: J. M. Issa
Name: J. M. ISSA
Its: CRO

HOWELL MACHINE, INC.,

As a Seller and Debtor-in-Possession

By: J. M. Issa
Name: J. M. ISSA
Its: CRO

HOWELL MUNITIONS & TECHNOLOGY, INC.,

As a Seller and Debtor-in-Possession:

By: J. M. Issa
 Name: J. M. ISSA
 Its: CRP


LEWIS-CLARK AMMUNITION COMPONENTS, LLC,

As a Seller and Debtor-in-Possession

By: J. M. Issa
 Name: J. M. ISSA
 Its: CRP

COMPONENTS EXCHANGE, LLC,

As a Seller and Debtor-in-Possession

By: 
 Name: J. MISSA
 Its: CRD

PURCHASER:

KASH CA, INC.

By: See Attached Signature
 Name: _____
 Its: _____

COMPONENTS EXCHANGE, LLC,

As a Seller and Debtor-in-Possession

By: See Attached Signature

Name: _____

Its: _____

PURCHASER:

KASH CA, INC.

By: 

Name: Daniel Kash

Its: PRESIDENT