

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639357

<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>
Sellmark Corporation		10/27/2020	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FX Airguns USA, LLC		
<b>Street Address:</b>	3024 Hall Watters Drive		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28405		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90013673	ELEMENT	
<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>	6023826562		
<b>Email:</b>	jcjones@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer LLP C/O Jacob C. Jones		
<b>Address Line 1:</b>	400 E Van Buren St		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	78141.00002		
<b>NAME OF SUBMITTER:</b>	Jacob C. Jones		
<b>SIGNATURE:</b>	/Jacob C. Jones/		
<b>DATE SIGNED:</b>	04/14/2021		
<b>Total Attachments: 3</b>			
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OP \$40.00 90013673

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Agreement**”) is entered into as of October 27, 2020 (the “**Effective Date**”), by and between FX Airguns USA, LLC (“**Assignee**”) and Sellmark Corporation (“**Assignor**”). Assignor has the following pending trademark application (the “**Trademark**”) filed with the United States Patent and Trademark Office:

UNITED STATES PATENT AND TRADEMARK OFFICE – APPLICATION			
MARK	SERIAL NO.	FILING DATE	FOR THE GOODS/ SERVICES
ELEMENT	90/013,673	June 22, 2020	“Optical or telescopic lens sights,” in International Class 009

Assignor and Assignee have entered into that certain Confidential Settlement Agreement (the “**Settlement Agreement**”), dated as of the Effective Date, whereby Assignor and Assignee agreed to settle certain disputes regarding the Trademark, and Assignee is to become the owner of the Trademark, and Assignor and Assignee now wish to memorialize that agreement for recordation purposes at the United States Patent and Trademark Office;

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

- Assignment. Assignor hereby sells, assigns, sets over and transfers unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the Trademark, including all goodwill associated therewith; in and to any other trademarks and trademark applications which claim priority from the Trademark described above, including but not limited to all counterparts, equivalents, extensions, renewals, reinstatements and restorations of said Trademark; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which the Trademark has been or will be granted.
- Past/Future Infringements. Assignor also hereby sells, assigns, sets over and transfers unto Assignee and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said Trademark in the United States and all other foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits.
- Further Actions. Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, and testifying on Assignee’s behalf about this Agreement.

4. Terms of the Settlement Agreement. Assignor and Assignee acknowledge and agree that this Agreement is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark. The representations, warranties, covenants, and agreements contained in the Settlement 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 Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

5. Severability. If any provision of this Agreement or the applications thereof are held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.

6. Governing Law and Jurisdiction. This Agreement will be interpreted, construed and governed by and in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement or the permissions and rights granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware, in each case located in Wilmington, Delaware, and each of Assignor and Assignee irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and each of Assignor and Assignee irrevocably waives any objection such party may have that such suit, action, or proceeding was brought in an inconvenient forum.

7. Binding Effect. This Agreement shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

8. Counterparts. This Agreement may be executed by Assignor and Assignee in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Electronic Signature. Any facsimile or electronic copy hereof or signature hereon shall, for all purposes, be deemed an original.

10. Recordation. Assignor hereby authorizes the Director -- United States Patent and Trademark Office to record this Agreement for the sole benefit of Assignee, its successors, assigns, and legal representatives.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement as of the Effective Date.

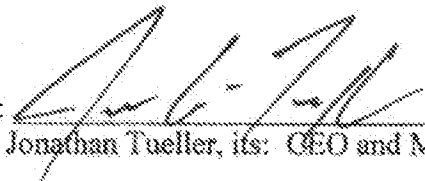
ASSIGNOR:

SELLMARK CORPORATION

By:   
James Sellers, its: President

ASSIGNEE:

FX AIRGUNS, USA, LLC

By:   
Jonathan Tueller, its: CEO and Manager

Signature Page to Trademark Assignment Agreement