

09-08-1998

FORM PTO-1595
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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100822955

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

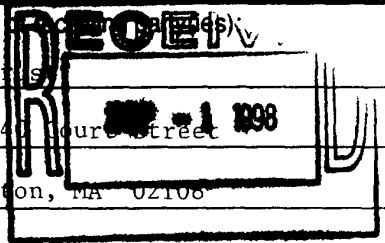
1. Name of conveying party(ies):
Thompson Intellectual Properties, Ltd.
Farmington Road
PO Box 5002
Rochester, NH 03866-5002

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

2. Name and address of recipient (if different):
Name: _____ U.S. _____
Internal Address: _____
Boston, MA 02108

Street Address: _____ SAME _____
City: _____ State: _____ ZIP: _____

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



3. Nature of conveyance: **MRD 9-1-98**

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 28, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
see attached listing

B. Patent No.(s)
see attached listing

Additional numbers attached? Yes No

6. Total number of applications and patents involved: 18

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nicholas J. Lazos, Esquire
Internal Address: _____
Stebbins, Lazos & Van Der Beken, PA
Street Address: 66 Hanover Street
Suite #301
City: Manchester State: NH ZIP: 03101

7. Total fee (37 CFR 3.41):..... \$ 720.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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720.00 DP

9. 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.

Thompson Intellectual Properties, Ltd
Robert Gustafson, President BY: Robert Gustafson Signature President Date 08-28-1998
Name of Person Signing

Total number of pages comprising cover sheet:
PATENT

Patents Listing
Thompson Intellectual Properties, Ltd.

Fire Control System for Firearms	5,680,722	10-28-97
Barrel for Muzzle Loading Firearm	5,639,981	06-17-97
Hammer Block Device	4,854,065	08-08-89
Firing Pin Selector for Gun	4,615,133	10-07-86
Sight System for a Firearm	4,691,442	09-08-87
Bullet Lubricating Apparatus	4,802,297	02-07-89
Firearm	4,888,901	12-26-89
Ramrod	4,890,406	01-02-90
Loading Device for Muzzle-Loading Firearms	5,109,623	05-05-92
Projectile Carrier	5,164,539	11-17-92
Fire Control Mechanism	5,615,507	04-01-97
Water Resistant Charge Container	4,411,088	10-25-83
Charge Container for Firearm	4,419,839	12-13-83
Barrel for Muzzleloading Firearm <small>(allowed)</small>	SN 00/015,393	07-28-98
Choke	4,008,538	02-22-77
Multipurpose Tool for a Muzzle Loading Firearm	4,817,321	04-04-89
Mold for Hollow Point Bullet	4,838,339	06-13-89
Telescope Sight Mount	5,070,637	12-10-91

PATENT ASSIGNMENT AND LICENSE BACK AGREEMENT

Thompson Intellectual Properties, Ltd, a New Hampshire corporation, having its principal place of business at Farminton Road, Rochester, New Hampshire 03867 (the "Borrower"), to secure the payment and performance of all obligations of Borrower to USTrust, a Massachusetts trust company, with a mailing address of 40 Court Street, Boston, Massachusetts 02108 (the "Bank"), whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (hereinafter collectively referred to as the "Obligations"), hereby assigns, transfers, grants, conveys and sets over to Bank all rights, title and interest in and to the following:

all of Borrower's patents and patent applications, and any divisional and continuing applications and reissues of such patents and all improvements made thereon ("Patent Rights") (including, without limitation, the Patent Rights described on Schedule A annexed hereto), and all inventions it may hereafter make and all Letters Patent that have been or may hereafter be granted in the United States or foreign countries, together with all rights to bring actions for past infringements and to retain all profits and damages from such past infringements.

Borrower shall prepare, execute and deliver to Bank from time to time at Bank's request all such further documents and instruments, including a deed poll in form suitable for recording at the United States Patent Office and financing statements, and take all such further action as Bank may deem necessary or proper to perfect the transfer of the rights set forth above.

During the term of this Agreement, and subject to the full and faithful performance of the terms of this Agreement and the Obligations, Bank grants to Borrower the exclusive right and license to make use of, sell and otherwise practice the inventions as described and claimed under the foregoing Patent Rights, unless sooner terminated in accordance with the provisions of this Agreement. The license herein granted shall be royalty-free, worldwide and non-assignable, and Borrower may grant sublicenses, provided that all sublicenses are subject to and include the provisions of this Agreement.

Borrower represents and warrants to and agrees with Bank as follows:

- 1 Borrower is the owner of the entire right, title and interest in and to the Patent Rights.
- 2 In the event that Borrower makes or acquires any improvements in or relating to the inventions as covered by the Patent Rights, such improvements shall be deemed to be Patent Rights for the purposes of this Agreement and shall be made a part hereof under the same terms and conditions.
- 3 Borrower shall not take any action or permit any action to be taken by others under its control or fail to take any action which would affect the validity, grant and enforcement of the Patent Rights transferred herein.
- 4 Borrower shall assume full and complete responsibility for the prosecution, grant, enforcement or any other desirable actions in connection with the Patent Rights, and shall hold Bank harmless for any and all costs, damages and expenses which may be incurred by Bank in

connection with its title to the Patent Rights. In connection with such responsibility, Borrower may employ counsel of its own choice, subject to the approval of Bank, which shall not be unreasonably withheld.

5 Borrower will render to Bank, at least yearly, a written ^{list} ~~report~~ setting forth each patent application covered by this Agreement and the status thereof, and shall, within one (1) month after the filing of additional applications, advise Bank of such additional applications, and furnish suitable documents transferring the title to Bank as heretofore provided.

6 This Agreement and the rights, duties and obligations of Borrower hereunder may not be assigned or delegated without the prior express written approval of Bank.

7 Upon

- (i) the occurrence of an event of default as defined herein or in a certain Demand Loan And Security Agreement Accounts Receivable And Inventory and other loan documents of even date between Borrower and Bank (collectively, the "Loan Documents"), not cured in accordance with the terms thereof, and
- (ii) Bank's exercise of its rights in the event of default,

then Bank, upon at least seven (7) days prior written notice to Borrower, may sell the Patent Rights to a third party at public or private sale, and Bank (in the event of a sale) shall apply such proceeds (after payment therefrom of all reasonable expenses of sale of the Patent Rights, including reasonable attorneys fees) to the Obligations.

Borrower's license to utilize the Patent Rights shall terminate immediately upon sale of the Patent Rights as provided for above, and at that time Borrower shall immediately cease and desist from the manufacture, use or sale of the inventions, covered by the Patent Rights. No rights of prior purchasers or equipment utilizing such inventions shall be affected by a subsequent termination of Borrower's license to employ the Patent Rights. With respect to equipment in process, awaiting shipment or in transit at the time of termination, Bank (and any transferee of the Patent Rights) shall take steps to assure ultimate purchasers of the equipment that their ownership and use of such equipment will not be limited by termination of Borrower's license.

8 In the event that any of Borrower's Patent Rights are infringed by a third party, Borrower shall promptly notify Bank and shall have the first opportunity to sue for infringement and to recover and retain any and all damages from such infringement. In the event that Borrower refuses or fails to sue for infringement, Bank may sue for infringement and shall be entitled to recover and retain all damages recovered therefrom. Additionally, Borrower, in the first instance, may bring or defend an action for a declaratory judgment and in the event that Borrower refuses or fails to do so, Bank may bring or defend any such action.

9 Bank, shall, on payment and performance by Borrower of all the Obligations, reassign to Borrower all right, title and interest in the Patent Rights as assigned by Borrower to Bank herein, in form suitable for recording by Borrower in the United States Patent Office. Upon such reassignment, the license and rights granted hereunder shall terminate, and the entire right, title and interest in all such Patent Rights and the rights to bring actions for past

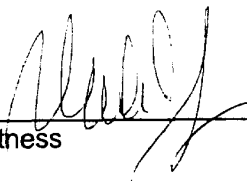
infringements or for past profits and damages based on such infringements shall be reinvested in Borrower, as fully as if this assignment and license had not been made.

10 The parties agree to execute, acknowledge and deliver all such further instruments and documents and to do all such other acts as may be necessary or appropriate in order to carry out the intent and purpose of this Agreement.

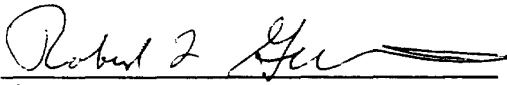
11 This Agreement shall be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts and shall take effect as an instrument under seal.

IN WITNESS WHEREOF, Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of this 28th day of August, 1998.

THOMPSON INTELLECTUAL PROPERTIES, LTD

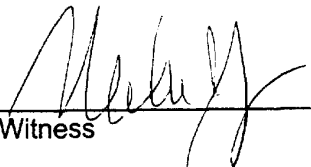


Witness


By: 

Its: (pres)

UStTrust



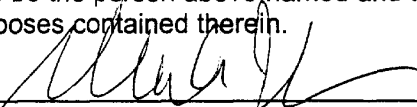
Witness

By: 

Thomas Foster, Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

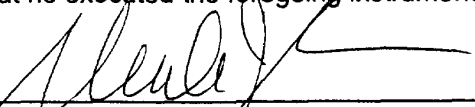
On this the 28th day of August, 1998, before me, the undersigned officer, personally appeared Robert L. Guerin, President, of Thompson Intellectual Properties, Ltd. duly authorized, who acknowledged himself to be the person above named and that he executed the foregoing instrument for the purposes contained therein.



Justice of the Peace/Notary Public
My Commission expires: _____

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 28th day of August, 1998, before me, the undersigned officer, personally appeared Thomas Foster as a Vice President of UStTrust, duly authorized, who acknowledged himself to be the person above named and that he executed the foregoing instrument for the purposes contained therein.



Justice of the Peace/Notary Public
My Commission expires: _____