

09-16-1999



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COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

JUN 28 1999

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To the Honorable Commissioner

the attached original documents or copy thereof

## 1. Name of conveying party(ies):

Advanced Tactical Systems, Inc.

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: 6/11/99

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

Name: Bremer Business Finance Corporation

Internal Address:

Street Address: 445 Minnesota Street, Suite 2000

City: St. Paul State: MN ZIP: 55101

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

## 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)

PCT/US96/05769

## B. Patent No.(s)

5,257,614

5,339,791

5,771,875

Additional numbers attached? ☐ Yes ☒ No

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

Name: Christoffel &amp; Elliott, P.A.

Internal Address:

Street Address: 444 Cedar Street

1111 Piper Jaffray Plaza

City: St. Paul State: MN ZIP: 55101-2129

## 6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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## 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.

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: 5

## SECURITY ASSIGNMENT OF PATENTS

THIS SECURITY ASSIGNMENT OF PATENTS is entered into by and between Advanced Tactical Systems, Inc., having an office and place of business at 1759 116<sup>th</sup> Avenue, N.W., Minneapolis, Minnesota 55448 ("Assignor") and Bremer Business Finance Corporation, a Minnesota corporation, having an office and place of business at 445 Minnesota Street, Suite 2000, St. Paul, Minnesota 55101 ("Assignee").

WHEREAS, pursuant to the provisions of a Commercial Security Agreement dated June 11, 1999, between Assignor and Assignee ("Security Agreement"), Assignor has granted to Assignee a security interest in all patents and applications therefor in order to secure the payment and performance of Assignor's Indebtedness as such term is defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and in furtherance of the security interest granted under the Security Agreement, the Assignor hereby assigns, and transfers unto Assignee, its successors, legal representatives, and assigns its entire right, title and interest in and under all patent applications pending as of the date hereof or at any time hereafter until the Indebtedness shall have been paid in full, including without limitation, the United States Patent Applications listed on **Schedule A**, and any resulting patents, or any continuation, division, renewal, substitute or reissue thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed in any country or countries foreign to the United States ("PATENTS").

AND ASSIGNOR DOES HEREBY authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the PATENTS to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY covenant and agree that it has the full right to convey the interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR DOES HEREBY FURTHER covenant and agree that it shall at its own expense diligently prosecute all applications, including reissue, divisional and continuation applications of the PATENTS and shall not abandon such PATENTS and will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it respecting the PATENTS and testify in any legal proceedings, sign all lawful papers, execute all divisional continuation, and reissue and foreign applications of the PATENTS, make all rightful oaths, and generally do everything possible to aid

Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the PATENTS in all countries, all at the expense of Assignor.

THE ASSIGNEE HEREBY grants to the Assignor prior to a default by the Assignor under the Security Agreement the following rights, licenses and privileges under the PATENTS:

(i) an exclusive, nonassignable, royalty-free and irrevocable license to use the PATENTS in connection with the business normally conducted by the Assignor in the ordinary course;

(ii) a nonassignable right to bring suit at the sole cost and expense of the Assignor, for infringement against any and all past and future infringers of the PATENTS in the name of the Assignor or complainant; provided, however, that no such suit shall be brought in the name of the Assignee, unless the Assignor first receives the written consent of the Assignee thereto, which consent shall not be unreasonably withheld where the law requires infringement suits to have the patent owners joined as a necessary party.

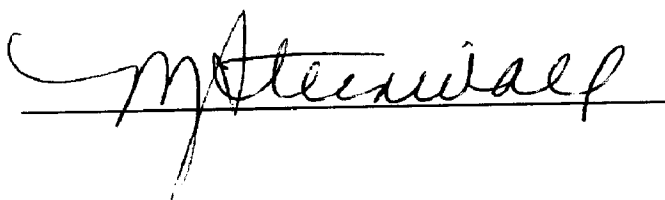
Provided, however, that in the event of any default by Assignor under the Security Agreement, Assignee shall have the right to take, use, sell, assign, transfer or otherwise dispose of the PATENTS.

Further provided that upon the full performance of Assignor's obligations under the Security Agreement, Assignee shall assign the PATENTS to Assignor.

THIS ASSIGNMENT shall be governed by and construed in accordance with the internal laws (as opposed to the conflict of laws provisions) of the State of Minnesota.

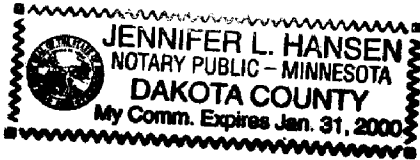
THIS ASSIGNMENT shall be binding upon Assignor and Assignee and shall inure to the benefit of such parties and their respective successors and assigns.

IN WITNESS WHEREOF, I, MAUREEN STEINWALL, have executed this Security Assignment on behalf of Advanced Tactical Systems, Inc., in my capacity as the PRESIDENT of Advanced Tactical Systems, Inc. this 11th day of June, 1999.

A handwritten signature in cursive script, appearing to read 'Maureen Steinwall', is written over a horizontal line.

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of June, 1999, by MAUREEN STEINWALL, the PRESIDENT of Advanced Tactical Systems, Inc., a Minnesota corporation, on behalf of the corporation.



Jennifer L. Hansen  
Notary Public

ko/ko5364

## **SCHEDULE A**

United States Patents and Applications for Patents issued to: Brian E. Sullivan

And Assigned to: Advanced Tactical Systems, Inc.

<u>Patents Title</u>	<u>Patent Number</u>	<u>Date Issued</u>
Gas Powered Gun	5,257,614	11/02/93
	5,339,791	08/23/94
Gas Powered Repeating Gun	5,771,875	06/30/98

<u>Applications Title</u>	<u>Applications Serial No.</u>	<u>Application Filing Date</u>
Gas Powered Repeating Gun	PCT/US96/05769 (International)	April 26, 1996