

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Benjamin T. Tiberius</td> <td>11/18/2009</td> </tr> <tr> <td>Dennis E. Tiberius</td> <td>11/18/2009</td> </tr> <tr> <td>Kyle L. Hansen</td> <td>04/16/1999</td> </tr> </tbody> </table>		Name	Execution Date	Benjamin T. Tiberius	11/18/2009	Dennis E. Tiberius	11/18/2009	Kyle L. Hansen	04/16/1999		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Tactical Air Games, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2717 Ferguson Road</td> </tr> <tr> <td>City:</td> <td>Fort Wayne</td> </tr> <tr> <td>State/Country:</td> <td>INDIANA</td> </tr> <tr> <td>Postal Code:</td> <td>46809</td> </tr> </table>		Name:	Tactical Air Games, Inc.	Street Address:	2717 Ferguson Road	City:	Fort Wayne	State/Country:	INDIANA	Postal Code:	46809
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: (801)530-5955</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 801-530-0330</p> <p>Email: kcolvin@patepierce.com</p> <p>Correspondent Name: Pate Pierce & Baird</p> <p>Address Line 1: 175 South Main Street, Suite 1250</p> <p>Address Line 4: SALT LAKE CITY, UTAH 84111</p>											
ATTORNEY DOCKET NUMBER:	2905-2-1-1										
NAME OF SUBMITTER:	A. John Pate										
<p>Total Attachments: 8</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p>											

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ASSIGNMENT

We, Benjamin T. Tiberius, Dennis E. Tiberius and Kyle L. Hansen having the respective residence and post office addresses identified hereinbelow, have invented a method and apparatus entitled "SEMI-AUTOMATIC FIRING COMPRESSED-GAS GUN," hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application now identified as File No. 2905-2-1-1 of the law firm of PATE PIERCE & BAIRD, 175 South Main Street, Suite 1250, Salt Lake City, Utah 84111, and filed in the U.S. Patent and Trademark Office as Serial No. 10/281,851 on October 28, 2002, now U.S. Patent No. 6,701,909 issued March 9, 2004.

The Assignee, Tactical Air Games, Inc., a corporation of the State of Indiana, being the same Corporation previously operating under the name Tactical Air Guns, Inc., as set forth in The Articles of Amendment attached hereto and incorporated herein by reference, having a principal place of business at 2717 Ferguson Road, Fort Wayne, Indiana 46809, desires to secure the entire right, title and interest in said invention.

In consideration of \$1.00 and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we acknowledge, we, by our signatures below and by operation of the Invention Assignment attached hereto and incorporated fully herein by reference, DO HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention, in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, all previously filed provisional applications for which the present application seeks the benefit of an earlier filing date under 35 U.S.C. § 120, all reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.


We agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

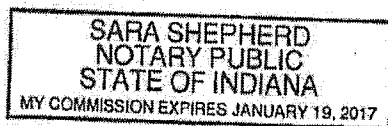
This assignment and agreement shall be binding upon our heirs and legal representatives.

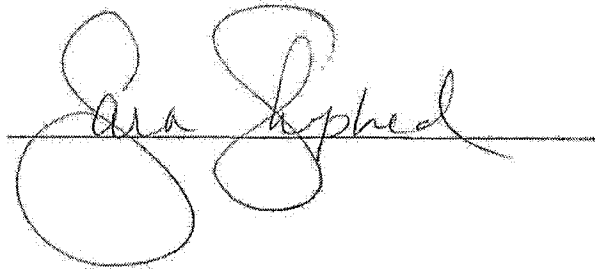
STATE OF Indiana)
COUNTY OF Allen)


Benjamin T. Tiberius
6205 Cornwallis Drive
Fort Wayne, ID 46809

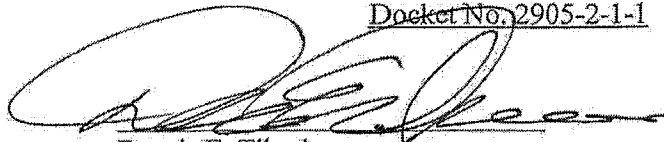
On this 18th day of November, in the year 2009, before me,
Sara Shepherd, a notary public, personally appeared Benjamin T. Tiberius, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

WITNESS my hand and official seal.





Docket No. 2905-2-1-1

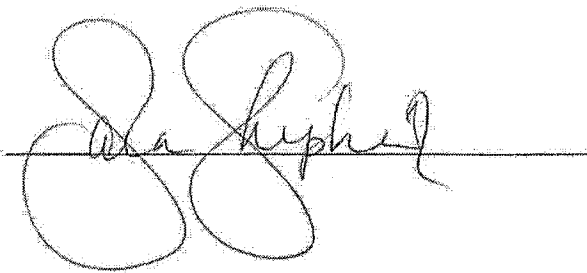
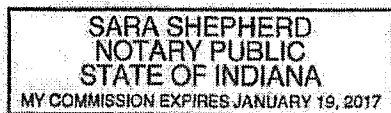


Dennis E. Tiberius
4223 FoxKnoll Cove
Fort Wayne, ID 46835

STATE OF Indiana)
COUNTY OF Allen)

On this 18th day of November, in the year 2009, before me,
Sara Shepherd, a notary public, personally appeared Dennis E.
Tiberius, personally known to me or proved to me on the basis of satisfactory evidence to be the
person whose name is subscribed to this instrument, and acknowledged he executed the same.

WITNESS my hand and official seal.



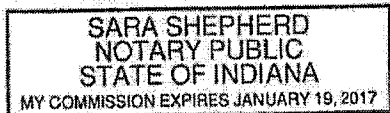
TACTICAL AIR GAMES, INC.
TACTICAL AIR GUNS, INC.

STATE OF Indiana)
COUNTY OF Allen)

By: Dennis E. Tiberius Benjamin T. Tiberius
President Tactical Air Games, Inc. ISA (S)
President Tactical Air Guns, Inc. (S)

On this 18th day of November, in the year 2009 before me, Sara Shepherd, a notary public, personally appeared Dennis E. Tiberius, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same. Benjamin T. Tiberius (S) for name correction

WITNESS my hand and official seal.



Sara Shepherd



ARTICLES OF AMENDMENT OF THE ARTICLES OF INCORPORATION

State Form 38333 (R8 / 12-96)

Approved by State Board of Accounts 1995

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: Use 8 1/2" x 11" white paper for inserts.
Presented in two copies to address in upper right hand corner of this
Please TYPE or PRINT.

Indiana Code 23-1-38-1 et seq.

Filing Fee: \$30.00

ARTICLES OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF:	
Name of Corporation Tactical Air Guns, Inc.	Date of Incorporation August 17, 1998
The undersigned officers of the above referenced Corporation (hereinafter referred to as the "Corporation") existing pursuant to the provisions of: (indicate appropriate act)	
<input checked="" type="checkbox"/> Indiana Business Corporation Law <input type="checkbox"/> Indiana Professional Corporation Act of 1983	
as amended (hereinafter referred to as the "Act"), desiring to give notice of corporate action effectuating amendment of certain provisions of its Articles of Incorporation, certify the following facts:	
ARTICLE I Amendment(s)	
The exact text of Article(s) <u>Article I</u> of the Articles	
(NOTE: If amending the name of corporation, write Article "I" in space above and write "The name of the Corporation is _____" below.)	
The name of the Corporation is Tactical Air Games, Inc.	
ARTICLE II	
Date of each amendment's adoption:	

(Continued on the reverse side)

RECEIVED
INDIANA SECRETARY
OF STATE
2003 MAR - 6 PM 2:59

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT

of

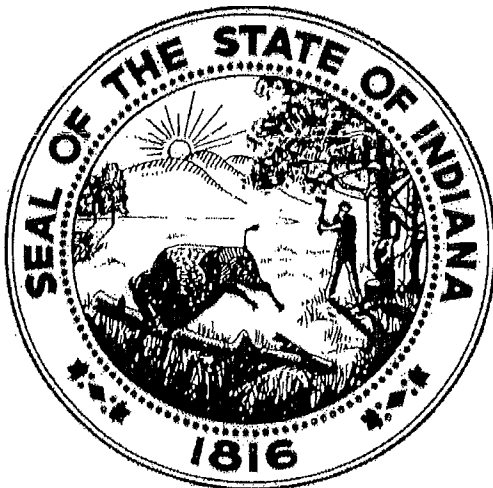
TACTICAL AIR GUNS, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The name following said transaction will be:

TACTICAL AIR GAMES, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, March 06, 2003.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 6, 2003.

A handwritten signature in cursive script that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

1998081041 / 2003031913021

TACTICAL AIR GUNS, INC.
564 Hillside Circle
Alpine, Utah 84004

AGREEMENT FOR ASSIGNMENT OF INVENTIONS
AND NONDISCLOSURE OF TRADE SECRETS

I hereby acknowledge that in the course of my employment by TACTICAL AIR GUNS, INC. ("Company"), I may observe or discover various inventions, improvements, experimental or developmental work, trade secrets, processes, know how, methods of production, testing procedures, patented or patentable ideas and/or items and other confidential information (hereinafter collectively referred to as "Inventions") belonging to the Company or relating to or useful in its business. I further acknowledge that all of the foregoing are valuable assets belonging solely to the Company, and the disclosure of any such Inventions to third parties would irreparably damage the Company. Therefore, in consideration of my employment by the Company and the salary paid to me by the Company, I hereby agree as follows:

1. I will disclose fully to the Company any inventions relating to or useful in the Company's business that may be conceived or discovered by me, alone or with others, while I am employed by the Company and for one year thereafter. Such written records relating to any such invention or any of my work for the Company, including without limitation notes, drawings and reports, shall be and remain the property of the Company and shall not be removed from the premises of the Company at any time.

2. At the Company's request and expense, I will sign and deliver all assignments and other documents and take any other action in order for the Company to obtain all rights and title in any such invention, including without limitation, patents issued by the United States or any other country. This Agreement shall not apply to an invention which (1) was conceived and/or developed without using any equipment, supplies or trade secrets of the Company, (2) was developed entirely on my own time, and (3) does not relate to the business or anticipated research or development of the Company.

3. I will maintain in confidence and will not, except as expressly authorized in writing by the Company, directly or indirectly use or disclose to any other person, under any circumstances or at any time during or subsequent to my employment with the Company, any information or knowledge regarding any Invention or any other information relating to the Company's business that is not generally known to the public, including, but not limited to records, documents, product specifications, manufacturing techniques, testing procedures, experimental or developmental work, policies, computer and/or other programs, customer lists, price lists, manufacturing costs, discounts, contracts or the names of suppliers or representatives.

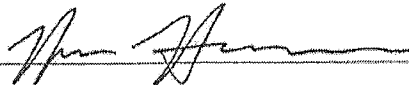
4. Upon termination of my employment with the Company, or at any time prior at the request of the Company, I will return to the Company all records, drawings, documents and equipment and any copies thereof relating to the Company's business or to any business contemplated by the Company that I may possess.


5. During my employment by the Company, I will not enter in any manner, directly or indirectly, whether for compensation or otherwise, in any business which develops, manufactures, sells, distributes or otherwise promotes the development, manufacture, sale or distribution of any products or services in competition with the Company.

6. I hereby recognize and agree that the breach of any of the foregoing provisions will cause the Company to suffer irreparable damage, for which the remedy in law will be inadequate, and that an injunction may be entered against me in any court having jurisdiction, restraining me from any such breach, without the necessity of proving actual damage to the Company by reason of such breach.

7. The covenants contained herein shall survive termination or cancellation of this Agreement and my employment with the Company for any reason and shall be binding upon me, my heirs, executors, administrators and assigns and shall inure to the benefit of the successors and assigns of the Company. Any portion of this Agreement, which is found to violate any applicable law, shall be modified only to the extent necessary to enable it to comply with such law and shall not affect the remaining portions of the Agreement, which shall remain in effect.

Executed April 16, 1999, at FT. WAYNE, IN

By: 

Witness: 

Accepted this 16 day of April, 1999.

By: 