

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Mutual Recission of Patent Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Liberty Ammunition, Inc.	05/17/2010
RECEIVING PARTY DATA	
Name:	PJ Marx
Street Address:	1617 Brookhouse Drive
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34231
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11255261
CORRESPONDENCE DATA	
Fax Number:	(813)925-8525
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	813-925-8505
Email:	patents@smithhopen.com
Correspondent Name:	Anton J. Hopon
Address Line 1:	180 Pine Avenue North
Address Line 4:	Oldsmar, FLORIDA 34677
ATTORNEY DOCKET NUMBER:	2231.01 - 11/255,261
NAME OF SUBMITTER:	Anton J. Hopon
Total Attachments: 7 source=2213-01-recission-of-assignment#page1.tif source=2213-01-recission-of-assignment#page2.tif source=2213-01-recission-of-assignment#page3.tif source=2213-01-recission-of-assignment#page4.tif source=2213-01-recission-of-assignment#page5.tif	

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MUTUAL RESCISSION OF PATENT ASSIGNMENT

This Mutual Rescission of Patent Assignment (the "Rescission") is entered into as of the last signature date below (the "Rescission Date") by and between PJ Marx, an individual residing at 1617 Brookhouse Drive, Sarasota, Florida 34231 ("Marx") and Liberty Ammunition, Inc. a Florida Corporation having a principal place of business at 2325 Ulmerton Road, Suite 14, Clearwater, Florida 33762 ("Liberty") (collectively the "Parties").

RECITALS

WHEREAS Marx and Liberty are parties to that certain agreement dated April 5, 2010 (the "Assignment"), a copy of which is attached as "Exhibit A" hereto and made a part hereof by reference; and

WHEREAS, Assignment purported to transfer rights to pending U.S. Patent Application Serial No. 11/255,261 filed October 21, 2005 which was recorded with the United States Patent & Trademark Office on April 26, 2010 (Reel/Frame: 024285/0753), the recordation document attached as "Exhibit B"; and

WHEREAS, the Parties acknowledge that neither Party has performed any material tasks directly relating to Assignment that would prejudice either Party; and

WHEREAS, the Parties have determined that it is in their best interests to formalize the voiding of Assignment by mutually rescinding Assignment as of the Rescission Date.

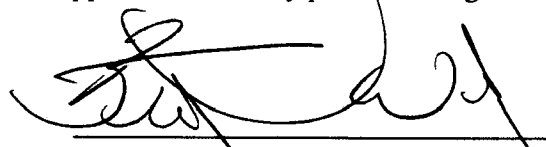
NOW THEREFORE, in consideration of the above recitals and the mutual benefits contained herein, the Parties hereby agree that Assignment is hereby unconditionally rescinded *ab initio* and each Party to Assignment will be restored to the position it was in immediately before Assignment was executed.

Upon being duly cautioned, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that false statements and the like so made are punishable by fine, imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful, false statement may jeopardize the validity of the patent application and any patent issuing therefrom.



PJ Marx

Date: May 12, 2010



Brent Willis, Chief Executive Officer
Liberty Ammunition, Inc.

Date: May 17, 2010

EXHIBIT A

ASSIGNMENT OF RIGHTS IN PATENT APPLICATION

Assignor

PJ Marx

Post Office Address of Assignor

1617 Brookhouse Drive
Sarasota, Florida 34231

Assignee

Liberty Ammunition Inc.
(a Florida Corporation)

Principal Place of Business of Assignee

2325 Ulmerton Road, Suite 14
Clearwater, Florida 33762

WHEREAS, I, the above-identified Assignor, am the applicant in the following U.S. patent application:

Serial Number

Title

Date of Filing

11/255,261

Firearms Projectile

October 21, 2005

Hereinafter referred to as the "patent application";

And, whereas I desire to assign a 100% undivided interest in said patent application to the above-identified Assignee, and wherein said Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, that for value received, the receipt and sufficiency whereof is hereby acknowledged;

I hereby assign, sell and transfer a 100% undivided interest in the entirety of the bundle of rights, title, and interest in and to said patent application, unto said Assignee, together with all claims for damages and profits by reason of any past infringement of said letters patent and the right to sue therefor, and together with the right to file said patent application or any division, continuation, or continuation-in-part thereof in the United States or any foreign jurisdiction under the Paris Convention or the Patent Cooperation Treaty, such interests, claims, and rights, to be held and enjoyed by the Assignee for its own use and for its successors and assigns, to the full end of the term for which a patent issuing from said patent application may be granted, and any reissues, renewals, or extensions thereof as may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made;

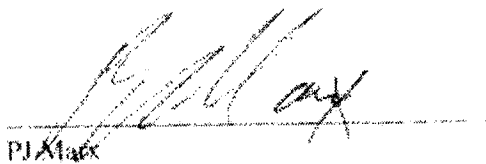
And I further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to me in order to perfect title in said patent application;

And I further covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale:

And I further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said patent application as may be known and accessible to me and I will testify to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, declarations, or affidavits required to apply for, obtain, maintain, and enforce said patent application or patent issuing therefrom which may be necessary or desirable to carry out the purposes hereof:

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Upon being duly cautioned, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that false statements and the like so made are punishable by fine, imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the patent application and any patent issuing therefrom


P. J. Maer

Date: 4/5/10

EXHIBIT B

PATENT

RECORDED: 05/19/2010

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