# OF \$80.00 680817

#### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
GSD Manufacturing, LLC	12/14/2010

#### **RECEIVING PARTY DATA**

Name:	U.S. Training Center, Inc.	
Street Address:	P.O. Box 1029	
City:	Moyock	
State/Country:	NORTH CAROLINA	
Postal Code:	27958	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	6808177	
Patent Number:	7052012	

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	10361738 EJP
NAME OF SUBMITTER:	Erick J. Palmer

Total Attachments: 4

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#### **ASSIGNMENT**

This Assignment is by and among GSD Manufacturing, LLC, a Delaware limited liability company ("Assignor") and U.S. Training Center, Inc., a Delaware Corporation, at P.O. Box 1029, Moyock, North Carolina 27958, USA, ("Assignee"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Membership Unit Purchase Agreement (as defined below).

WHEREAS, Xe Services, LLC ("Xe") owns all of the equity interest in and to Assignor;

WHEREAS, Xe, Erik D. Prince, as trustee of the Erik D. Prince Living Trust, Erik D. Prince, individually, and USTC Holdings, LLC have entered into that certain Membership Unit Purchase Agreement dated as of November 22, 2010 (the "Membership Unit Purchase Agreement"), setting forth the terms and conditions of the sale of Xe and the transfer of certain Excluded Assets in connection with the Reorganization;

WHEREAS, Assignor owns certain patents and patent applications, including those set forth on Schedule A attached hereto (the "Patents"), which is incorporated herein by reference, and desires to assign all right, title and interest in and to the Patents to Assignee in connection with the Reorganization; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Patents from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Patents and all divisions, renewals, continuations and continuations-in-part thereof, and all Letters Patent of the United States, Canada, the United Kingdom or other jurisdictions which may be granted thereon and all reissues, reexaminations and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent which may hereafter be filed for the Patents in any country or countries foreign to the United States, including Canada and the United Kingdom, and all Letters Patent which may be granted for the Patents in any country or countries foreign to the United States, including Canada and the United Kingdom, hereby authorized, and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, including Canada and the United Kingdom, whose duty it is to issue patents on applications as aforesaid, to record Assignee as the owner of all such Patents and issue all Letters Patent for said Patents to Assignee for the sole use of Assignee, its successors, legal representatives and assigns.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of these patent assets. Assignee shall be responsible for all fees for recordation of this Assignment. Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

Assignor hereby requests to record Assignee as the record owner of the Patents for the sole use and engagement of the Assignee, its successors, legal representatives and assigns.

This Assignment is being executed pursuant to the Membership Unit Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any representation, warranty, right, obligation, claim, indemnity or remedy created by the Membership Unit Purchase Agreement. In the event of any conflict between this Assignment and the Membership Unit Purchase Agreement, the Membership Unit Purchase Agreement shall control.

This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic transmission in portable document format (pdf)), each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[Signature Page Follows]

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# Assignment to U.S. TRAINING CENTER, INC.

### **SCHEDULE A**

# **Patents**

TITLE	COUNTRY	PATENT NO.	ISSUE DATE
Target System	U.S.	6,808,177	10/26/2004
Target System	U.S.	7,052,012	05/30/2006
Target System	CA	2441300	12/18/2007
Target System	GB	2390417	04/06/2005

**RECORDED: 12/17/2010**