

06/19/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

GREENWICH BALLISTICS, LLC

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) APRIL 3, 2012

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: DBM TECHNOLOGIES, LLC

Internal Address: _____

Street Address: 1421 FOREST WAY

City: NASHVILLE

State: GA

Country: USA Zip: 31639

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,629,669

Additional numbers attached? ☐ Yes ☒ No



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

Name: JERRY ROMANOFF, ESQ.

Internal Address: _____

Street Address: 4 OCEANVIEW COURT

City: LONG BEACH

State: NY Zip: 11561

Phone Number: 973-715-8615

Docket Number: _____

Email Address: JERRY.ROMANOFF@AOL.COM

6. Total number of applications and patents involved: ONE

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed CREDIT CARD PAYMENT
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 00000020 6629669

Authorized User Name _____

9. Signature:

Jerry Romanoff
Signature

Signature

6/15/2012
Date

Jerry Romanoff, ATTORNEY OF RECORD

Name of Person Signing NY STATE BAR MEMBER

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

04.04.2012 10:58 AM CheyTac, USA

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Agreement") is made and entered into this 3rd day of April, 2012 (the "Effective date"), by and between Greenwich Ballistics, LLC, a Delaware limited liability company with an address of 2 Cowdray Park Drive, Greenwich, CT 06831 ("Assignor"), and DBM Technologies, LLC, a Georgia limited liability company with an address of 1421 Forest Way, Nashville, Ga. 31639 ("Assignee"). (The Assignor and the Assignee shall be referred to collectively as the "Parties.")

RECITALS

A. Assignor is the successor in interest to Los River Ballistic Technologies, Inc., which is itself the successor in interest inventor Warren S. Jensen, with respect to U.S. Patent No. 6,629,669 (the "Patent").

B. Assignor wishes to transfer outright Assignor's ownership of the Patent and related rights described herein to Assignee, and Assignee wishes to accept such transfer.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties agree that the above recitals are true and correct, and are incorporated as part of the agreements among the parties by this reference.
2. Assignment Payment. In consideration of the terms herein, Assignee shall pay Assignor \$50,000 (the "Purchase Price"). Assignor acknowledges that it has already received from Assignee the full Purchase Price, and that no further payment is due from Assignee in consideration of the terms herein.
3. Assignment. Assignor hereby assigns, delivers, transfers and sets over until the Assignee all of Assignor's right, title, and interest, now or hereafter acquired in all patents, trademarks, copyrights, trade secrets, original ideas, miscellaneous intellectual property, technique and know-how, business plans, manufacturing methods, plans and specifications and other intangible rights derived from or related in any manner to the Patent, and all bullets and ammunition, regardless of the style, caliber or anticipated use (collectively, the "Intellectual Property"). This assignment includes, without limitation, all of the following personal property.

3.1 Technology and Copyrights. Any and all copyrights of, or the related to, the Intellectual Property, any registration and application relating thereto and any renewal and extension thereof, all precursors, works of authorship, drawings, plans, mask works, technology, information, technique and know-how, computer software, and tools relating to the development, support, or maintenance of the Intellectual Property;

3.2 Intellectual Property Rights. (a) Any and all (i) patents, patent applications, continuations-in-part, divisionals, reexaminations, reissues, extensions and foreign counterparts related to the Intellectual Property, as well as all patents or patent applications claiming priority from any of the foregoing, and the right to claim priority to any of the foregoing, (ii) patentable subject matter contained in the Intellectual Property, and (iii) other patent or similar rights related to the Intellectual Property; (b) any and all trade secrets, technique and know-how related to the Intellectual Property and all rights thereunder, including the right to sue for past and future misappropriation thereof; (c) any and all (i) registered and unregistered trademarks, service marks, trade dress, brands, logos, symbols, emblems and slogans related to or arising from the Intellectual Property or used in connection with the Services (collectively, the "Trademarks"), together with the goodwill symbolized by the Trademarks, (ii) other rights, privileges and priorities of the Assignor provided under the United States, state or foreign law with respect to the Trademarks including, without limitations, common law rights, trade dress rights and rights under the laws of unfair competition and dilution (collectively, the "Related Rights"), (iii) rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom, and (iv) rights in, and to obtain, registrations, renewals or registration or other legal protections pertaining to the Trademarks and Related Rights; and (d) any and all other intellectual or industrial property rights in the Intellectual Property;

3.3 Contract Rights. All contract rights, causes of action and goodwill in, incorporated or embodied in, used to develop, or related to the Intellectual Property; and

3.4 Moral Rights. All rights of integrity, disclosure, and withdrawal and any other rights known as "moral rights," "artist's rights," or "droit moral" that are retained by the developer of intellectual property under applicable law notwithstanding an assignment of the developer's rights to the Intellectual Property; and

3.5 **Royalties and Other Rights.** Any and all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Intellectual Property, and in and to all causes of action, either in law or in equity for the past, present, or future infringement of or other claims related to the Intellectual Property.

4. **Assumption.** Assignee hereby accepts the assignment of the Intellectual Property being made hereunder.
5. **Further Actions and Covenants.** Assignor hereby agrees that if, in the future, Assignor obtains any additional rights and/or ownership interests related in any way to the Intellectual Property, such rights are part of the Intellectual Property and are assigned pursuant to the terms of this Agreement. Assignor further agrees to take such further actions, including, without limitation, the execution of documents, reasonably requested by Assignee to transfer and/or prove the transfer of the Intellectual Property pursuant to the terms thereof.
6. **Non-Disclosure.** Assignor shall never disclose any proprietary information related to the Intellectual Property or license, sell, lease, transfer or otherwise allow any third party to copy, use or possess any such proprietary information.
7. **Representations.** Assignor represents and warrants that it is the owner of the Intellectual Property and the Patent and that Corey A. Kupersmith has the authority to bind the Assignor to the terms of this Agreement. Assignor represents and warrants that the Intellectual Property and the Patent is not subject of any license agreement to any third party.
8. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and shall supersede and replace all prior negotiations, agreements or understandings, written or oral, with respect to the subject matter hereof.
9. **Joint and Several.** If any party to this Agreement is comprised of more than one individual or entity, all obligations of such party are joint and several and all representations of such party are made jointly and severally.
10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
11. **Attorneys Fees.** If any court action at law or equity is brought by the Assignee to this Agreement to enforce or interpret the provisions of this Agreement, the Assignee shall be entitled to reasonable attorneys' fees,

including those on any appeal, in addition to any other relief to which that party may be entitled.

12. Choice of Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Georgia. The parties agree that the state and federal courts of the State of Georgia shall have exclusive jurisdiction over all claims arising under, or related to, this Agreement.

In witness whereof,

Greenwich Ballistics, LLC

DBM Technologies, LLC

By: Corey A. Kupersmith
Corey A. Kupersmith
Its: Managing Member, duly authorized

By: David B. McCutcheon
David B. McCutcheon
Its: President, duly authorized

Dated: 4/2/12

Dated: 4/2/12