

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Travis D. haley	05/10/2011
RECEIVING PARTY DATA	
Name:	Magpul Industries Corp.
Street Address:	PO Box 17697
City:	Boulder
State/Country:	COLORADO
Postal Code:	80308-0697
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D643497
CORRESPONDENCE DATA	
Fax Number:	8013492453
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8019696609
Email:	geoff@dobbiniplaw.com
Correspondent Name:	Geoffrey E. Dobbin
Address Line 1:	4278 S 6220 W
Address Line 4:	West Valley City, UTAH 84128
ATTORNEY DOCKET NUMBER:	GDRMF01E4
NAME OF SUBMITTER:	Geoffrey E. Dobbin
Total Attachments: 5 source=HaleyNDA#page1.tif source=HaleyNDA#page2.tif source=HaleyNDA#page3.tif source=HaleyNDA#page4.tif source=HaleyNDA#page5.tif	

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PATENT

EMPLOYEE PROPRIETARY INFORMATION, INVENTIONS ASSIGNMENT AND NON-COMPETE AGREEMENT

This Employee Proprietary Information, Inventions Assignment and Non-Compete Agreement ("**Agreement**") is made in consideration for my employment or continued employment by **Magpul Industries Corp.** or its subsidiaries, including Magpul Dynamics LLC, or affiliates (the "**Company**"), and the compensation now and hereafter paid to me, including the additional consideration set forth on *Exhibit A* hereto, which is being paid in consideration and support of the covenants and promises I am making as set forth herein. Now, therefore, for and in consideration of the consideration described above and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I, intending to be legally bound, hereby agree as follows:

1. CERTAIN DEFINITIONS.

1.1 "Inventions" means all ideas, discoveries, inventions, processes, methods, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, developments, designs and techniques, regardless of whether subject to protection under patent, copyright, trade secret or other intellectual property law.

1.2 "Proprietary Information" means any and all non-public knowledge, data or information of Company, its affiliated entities, customers and/or suppliers, including but not limited to information relating to products, services, technologies, research and development, experimental work, marketing and support, business strategies, financial information, employee information and customer information.

1.3 "Proprietary Rights" means all trade secret, copyright, patent, trademark and other intellectual property rights throughout the world.

2. NON-DISCLOSURE.

2.1 Proprietary Information. At all times during my employment and thereafter, I will hold in strictest confidence, and will not use, disclose, lecture upon or publish any of, Company's Proprietary Information, except as such use, disclosure or publication may be required in connection with my work for Company or unless an officer of Company expressly authorizes such in writing. During my employment by Company and thereafter I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto Company's premises any unpublished documents or property belonging to any former employer or other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

2.2 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for

Company, Third Party Information unless expressly authorized by an officer of Company in writing.

3. ASSIGNMENT OF INVENTIONS.

3.1 Prior Inventions. I have set forth on *Exhibit B* attached hereto a complete list of all Inventions that I, alone or jointly with others, made prior to commencement of my employment with Company that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company product, process or machine, Company is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without Company's prior written consent. Further, I acknowledge and agree that all Inventions that I incorporated into Company Inventions or Company products, processes or machines during my employment with Company prior to the execution date of this Agreement were not Prior Inventions and that I have no claim of ownership or other right, title or interest with respect to any Company Invention or Company product, process or machine existing as of the date this Agreement is executed as set forth below my signature.

3.2 Assignment of Inventions. Subject to Section 3.3, I hereby assign to Company (and agree to assign in the future when any such Inventions and/or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) all my right, title and interest in and to any and all Inventions, and all Proprietary Rights with respect thereto, first conceived by me or reduced to practice or fixed in a tangible medium during my employment with Company that (i) are developed in whole or in part on Company time or with the use of Company equipment, supplies, facilities or trade secret information, (ii) relate at the time of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company or (iii) result from any work performed by me for the Company. I will, at Company's request, promptly execute a written assignment to Company of any such Company Invention, and I will preserve any such Invention as part of

the Proprietary Information of Company (the "Company Inventions").

3.3 Obligation to Keep Company Informed. I will promptly and fully disclose in writing to Company all Inventions during my employment and for two (2) months after my employment. I agree to assist in every proper way and to execute those documents and take such acts as are reasonably requested by Company to obtain, sustain and from time to time enforce patents, copyrights and other rights and protections relating to Inventions in the United States or any other country.

3.4 Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by Company.

4. ADDITIONAL ACTIVITIES AND NON-COMPETE. I agree that during the term of my employment by the Company and for two (2) year thereafter, other than on behalf of the Company, I will not, within the geographic area of the United States, directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant or in any capacity whatsoever, become engaged in or financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever that competes directly with the Company, *provided that* notwithstanding the foregoing, I may own, as a passive investor, securities of any competitor corporation, so long as my direct holdings in any one such corporation will not in the aggregate constitute more than one percent (1%) of the voting stock of such corporation. I agree further that for the period of my employment by Company and for two (2) year thereafter, I will not, either directly or through others, solicit or attempt to solicit any employee, consultant, independent contractor or customer of Company to terminate his or her relationship with Company in order to become an employee, consultant, independent contractor or customer to or for any other person or entity. Further, I acknowledge, that as a member of the Company's management and as an executive officer in the Company that I have had and continue to have the ability to control and/or influence the direction of the Company and its affairs. In addition, I acknowledge that I will be helping the Company develop and create new products and designs, many of which may be protected by trade secret and the duration and scope of the non-compete are reasonable in light of the nature of the trade secrets and other proprietary information for which I will have knowledge and my managerial position at the Company.

5. NO CONFLICTING OBLIGATION. I represent that my performance of all terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Company. I have not entered into, and I will not enter into, any agreement either written or oral in conflict herewith.

6. RETURN OF COMPANY MATERIALS. Upon termination of my employment with Company for any reason whatsoever, voluntarily or involuntarily, and at any earlier time Company

requests, I will deliver to the person designated by Company all originals and copies of all documents and other property of Company in my possession, under my control or to which I may have access. I will not reproduce or appropriate for my own use, or for the use of others, any property, Proprietary Information or Company Inventions.

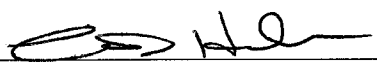
7. LEGAL AND EQUITABLE REMEDIES. Because my services are personal and unique and I may have access to and become acquainted with the Proprietary Information of Company, Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach of this Agreement.

8. EMPLOYMENT. I agree and understand that nothing in this Agreement confers any right regarding continuation of employment by Company, nor will it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause.

9. GENERAL PROVISIONS. Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the party will specify in writing. Such notice will be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing. This Agreement will be governed by and construed according to the laws of the State of Colorado, as such laws are applied to agreements entered into and to be performed entirely within Colorado between Colorado residents. In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such provision had never been contained herein. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Company, its successors, and its assigns. The provisions of this Agreement will survive the termination of my employment and the assignment of this Agreement by Company to any successor in interest or other assignee. No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. The obligations pursuant to Sections 2 and 3 of this Agreement will apply to any time during which I was previously employed, or am in the future employed, by Company as a consultant or employee if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement, executed on the date set forth below
my name, shall be deemed effective as of the first day of my
employment with Company.

EMPLOYEE



(Signature)

TRAVIS D. HALLEY

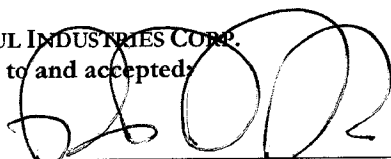
(Printed Name)

16135 64.50 Road Montrose CO 81403

(Address)

Date: Aug 3 2010

MAGPUL INDUSTRIES CORP.
agreed to and accepted



(Signature)

Richard Fitzpatrick

(Printed Name)

400 Young Ct, Erie, CO 80516

(Address)

Date: 8/3/2010

EXHIBIT A
ADDITIONAL CONSIDERATION

