

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2889957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND RELEASE OF SECURITY INTEREST	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ALLIANCE ARMAMENT, LLC	06/04/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FOSTECH MFG LLC	
<b>Street Address:</b>	2860 NATIONAL ROAD	
<b>City:</b>	COLUMBUS	
<b>State/Country:</b>	INDIANA	
<b>Postal Code:</b>	47201	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	7942091
	<b>Patent Number:</b>	8245625
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(440)448-4348	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	812-418-3663	
<b>Email:</b>	john@robertsiplaw.com	
<b>Correspondent Name:</b>	JOHN ROBERTS	
<b>Address Line 1:</b>	624 3RD ST.	
<b>Address Line 4:</b>	COLUMBUS, INDIANA 47201	
<b>ATTORNEY DOCKET NUMBER:</b>	FOSTECH-ALLIANCE	
<b>NAME OF SUBMITTER:</b>	JOHN ROBERTS	
<b>SIGNATURE:</b>	/John Roberts/	
<b>DATE SIGNED:</b>	06/09/2014	
<b>Total Attachments: 27</b>		
source=ALLIANCE assignment - complete and fully executed#page1.tif		
source=ALLIANCE assignment - complete and fully executed#page2.tif		
source=ALLIANCE assignment - complete and fully executed#page3.tif		
source=ALLIANCE assignment - complete and fully executed#page4.tif		
source=ALLIANCE assignment - complete and fully executed#page5.tif		
<b>PATENT</b>		

source=ALLIANCE assignment - complete and fully executed#page6.tif  
source=ALLIANCE assignment - complete and fully executed#page7.tif  
source=ALLIANCE assignment - complete and fully executed#page8.tif  
source=ALLIANCE assignment - complete and fully executed#page9.tif  
source=ALLIANCE assignment - complete and fully executed#page10.tif  
source=ALLIANCE assignment - complete and fully executed#page11.tif  
source=ALLIANCE assignment - complete and fully executed#page12.tif  
source=ALLIANCE assignment - complete and fully executed#page13.tif  
source=ALLIANCE assignment - complete and fully executed#page14.tif  
source=ALLIANCE assignment - complete and fully executed#page15.tif  
source=ALLIANCE assignment - complete and fully executed#page16.tif  
source=ALLIANCE assignment - complete and fully executed#page17.tif  
source=ALLIANCE assignment - complete and fully executed#page18.tif  
source=ALLIANCE assignment - complete and fully executed#page19.tif  
source=ALLIANCE assignment - complete and fully executed#page20.tif  
source=ALLIANCE assignment - complete and fully executed#page21.tif  
source=ALLIANCE assignment - complete and fully executed#page22.tif  
source=ALLIANCE assignment - complete and fully executed#page23.tif  
source=ALLIANCE assignment - complete and fully executed#page24.tif  
source=ALLIANCE assignment - complete and fully executed#page25.tif  
source=ALLIANCE assignment - complete and fully executed#page26.tif  
source=ALLIANCE assignment - complete and fully executed#page27.tif

## PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of June 4, 2014 ("Effective Date") by and between ALLIANCE ARMAMENT, LLC, an Indiana Limited Liability Company with an address at 1077 Mt. Gilead Road, Boonville, Indiana 47601 ("Assignor 1" or "the Assignor") and FOSTECH MFG LLC, an Indiana Limited Liability Company with an address at 2860 National Road, Columbus, Indiana 47201 (the "Assignee"). Assignor 1 is referred to herein as "the Assignor." The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, Michael L. Winge of Boonville, Indiana (i) was the sole inventor of certain new and useful inventions regarding a shotgun drum magazine that were disclosed in US Patent No. 7942091 B2 (the "Shotgun Drum Inventions") and (ii) assigned all rights, title, and interest in the Shotgun Drum Inventions, including US Patent No. 7942091 B2, to Assignor 1 on 06/18/2013, which assignment was recorded with the USPTO at Reel/Frame 030643/0353 on 06/19/2013;

WHEREAS, Assignor 1 assigned all rights, title, and interest in the Shotgun Drum Inventions, including US Patent No. 7942091 B2, to MAG EQUIPMENT, LLC, an Indiana Limited Liability Company with an address at 5622 Vann Road, Newburgh, Indiana 47630 ("Assignor 2") on 06/24/2013, which assignment was recorded with the USPTO at Reel/Frame 030676/0728 on 06/25/2013;

WHEREAS, Assignor 2 assigned certain rights in the Shotgun Drum Inventions, including US Patent No. 7942091 B2, to Assignor 1 on 06/24/2013 as part of a security agreement, which assignment was recorded with the USPTO at Reel/Frame 030801/0653 on 07/15/2013;

WHEREAS, Assignor 2 granted to Community First Bank of Indiana (the "First Secured Party") a first priority security interest in the Shotgun Drum Inventions as part of a Debt Subrogation Agreement dated 6/24/2013;

WHEREAS, the First Secured Party released its security interest in the Shotgun Drum Inventions on 6/3/2014, as documented in UCC Financing Statement 201400004433354 filed on that date with the Indiana Secretary of State, a copy of which is attached hereto as Exhibit 1;

WHEREAS, Michael L. Winge of Boonville, Indiana (i) was the sole inventor of certain new and useful inventions regarding Gas Pressure Mechanism In Gas-Operated Firearm that were disclosed in US Patent No. 8245625 B2 (the "Gas Pressure Mechanism Inventions") and (ii) assigned all rights, title, and interest in the Gas Pressure Mechanism Inventions, including US Patent No. 8245625 B2, to Assignor 1 on 06/18/2013, which assignment was recorded with the USPTO at Reel/Frame 030643/0353 on 06/19/2013;

**WHEREAS**, Assignor 1 assigned all rights, title, and interest in the Gas Pressure Mechanism Inventions, including US Patent No. 8245625 B2, to Assignor 2 on 06/24/2013, which assignment was recorded with the USPTO at Reel/Frame 030676/0728 on 06/25/2013;

**WHEREAS**, Assignor 2 assigned certain rights in the Gas Pressure Mechanism Inventions, including US Patent No. 8245625 B2, to Assignor 1 on 06/24/2013 as part of a security agreement, which assignment was recorded with the USPTO at Reel/Frame 030801/0653 on 07/15/2013;

**WHEREAS**, Assignor 2 granted to Community First Bank of Indiana (the "First Secured Party") a first priority security interest in the Gas Pressure Mechanism Inventions as part of a Debt Subrogation Agreement dated 6/24/2013;

**WHEREAS**, the First Secured Party released its security interest in the Gas Pressure Mechanism Inventions on 6/3/2014, as documented in UCC Financing Statement 201400004433354 filed on that date with the Indiana Secretary of State, a copy of which is attached hereto as Exhibit 1;

**WHEREAS**, David Foster of Columbus, Indiana (i) was the sole inventor of certain new and useful inventions regarding Magazine Carrier For Firearms that were disclosed in part in the draft provisional patent specification attached hereto as Exhibit 2 (the "Magazine Carrier Inventions") and (ii) assigned all rights, title, and interest in the Magazine Carrier Inventions to Assignor 1 on 06/18/2013, which assignment was recorded with the USPTO at Reel/Frame 030643/0353 on 06/19/2013;

**WHEREAS**, Assignor 1 assigned all rights, title, and interest in the Magazine Carrier Inventions to Assignor 2 on 06/24/2013, which assignment was recorded with the USPTO at Reel/Frame 030676/0728 on 06/25/2013;

**WHEREAS**, Assignor 2 assigned certain rights in the Magazine Carrier Inventions to Assignor 1 on 06/24/2013 as part of a security agreement, which assignment was recorded with the USPTO at Reel/Frame 030801/0653 on 07/15/2013;

**WHEREAS**, Assignor 2 granted to Community First Bank of Indiana (the "First Secured Party") a first priority security interest in the Magazine Carrier Inventions as part of a Debt Subrogation Agreement dated 6/24/2013;

**WHEREAS**, the First Secured Party released its security interest in the Magazine Carrier Inventions on 6/3/2014, as documented in UCC Financing Statement 201400004433354 filed on that date with the Indiana Secretary of State, a copy of which is attached hereto as Exhibit 1;

**WHEREAS**, Assignor 1 has never assigned, transferred, licensed, used as collateral, or otherwise encumbered any rights associated with any of the unpatented

Magazine Carrier For Firearms inventions, the Shotgun Drum Inventions, including US Patent No. 7942091 B2, or the Gas Pressure Mechanism Inventions, including US Patent No. 8245625 B2, except as set forth above;

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee all rights, title, and interest in and to the unpatented Magazine Carrier Inventions, the Shotgun Drum Inventions, the Gas Pressure Mechanism Inventions, US Patent No. 7942091 B2, and US Patent No. 8245625 B2, including any and all patent applications, letters patent or similar legal protections, foreign or domestic, to be obtained therefor;

**WHEREAS**, the Assignee desires to acquire all rights, title, and interest in and to the unpatented Magazine Carrier Inventions, the Shotgun Drum Inventions, the Gas Pressure Mechanism Inventions, US Patent No. 7942091 B2, and US Patent No. 8245625 B2, including any and all patent applications, letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Assignment.

**NOW, THEREFORE**, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. ASSIGNMENT OF PATENTS.**

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following, throughout the world:

- (a) the Patents and Patent Applications described in Schedule I hereto, and all inventions disclosed or referred to therein (herein "the Inventions and the Patents");
- (b) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications), corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and the Patents, and all rights and benefits under any applicable treaty or convention;
- (c) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and the Patents including, without limitation, damages and payments for past or future infringements of the Inventions and the Patents; and
- (d) all rights to sue for past, present, and future infringements of the Inventions and the Patents.

Patent Assignment from ALLIANCE ARMAMENT, LLC to FOSTECH MFG LLC

Page 3 of 11

## **2. CONSIDERATION.**

As consideration for the assignment of the Inventions and the Patents and the Assignor's representations and warranties, the Assignee promises to pay Armament the amount of thirty-five thousand dollars (\$35,000 USD) (the "Consideration"). Within 24 hours of receipt of the patent assignments executed by Assignor 1 and Assignor 2, Assignee will instruct its bank to initiate a wire transfer for the above amount pursuant to the banking details provided by Assignor's counsel to Assignee's counsel on June 4, 2014.

## **3. AUTHORIZATION TO DIRECTOR.**

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue and renew patents for the Inventions and the Patents to the Assignee, for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which said Patents may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

## **4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.**

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Security Interest in the Inventions and the Patents that was recorded with the USPTO at Reel/Frame 030801/0653 on 07/15/2013;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Inventions or the Patents or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) has not and will not file any patent applications nor assist others to file any patent applications relating to the Inventions other than those identified in Section 1;
- (e) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or the Patents;
- (f) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (g) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions and the Patents purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### **5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.**

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### **6. NO EARLY ASSIGNMENT.**

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, the Patents, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

#### **7. DOCUMENTATION.**

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignee with a complete copy of all documentation in its possession or control (in any format) relating to the Inventions and the Patents for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions and the Patents, reasonably necessary to record the assignment in the United States and throughout the world;
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world; and
- (c) execute all lawful papers reasonable and necessary for Assignee to retain a patent on the Inventions, Patents, and/or on any continuing or reissue applications thereof.

#### **8. NO FURTHER USE OF INVENTIONS OR PATENTS.**

After the Effective Date, the Assignor agrees to make no further use of the Inventions, the Patents, or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions or the Patents.

#### **9. SUCCESSORS AND ASSIGNS.**

All references in this Assignment to any of the Parties hereto shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

#### **10. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **11. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party at the addresses listed in the first paragraph of this Assignment.

#### **12. GOVERNING LAW.**

This Assignment shall be governed by the laws of the state of Indiana, with exclusive venue in the courts of Bartholomew County, Indiana, or if in federal court, in Indianapolis, Indiana. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

#### **13. COUNTERPARTS/ELECTRONIC SIGNATURES.**



This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

#### **14. SEVERABILITY.**

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### **15. ENTIRE ASSIGNMENT.**

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the specific subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties regarding this specific subject matter.

#### **16. HEADINGS.**

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR 1

ALLIANCE ARMAMENT, LLC

By: Michael L. Winge  
Name: Michael L. Winge  
Title: President

ACKNOWLEDGMENT  
OF NOTARY PUBLIC

State of Indiana )  
County of Vanderburgh ) ss

On this 6th day of June, 2021, before me, the undersigned Notary Public, personally appeared before me Michael L. Winge, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the President of ALLIANCE ARMAMENT, LLC and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by such signature, the person executed the instrument.

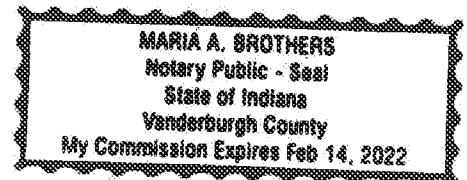
WITNESS my hand and official seal:

Signature of Notary Public:

Maria Brothers Maria Brothers

My Commission Expires:

Feb. 14, 2022



ASSIGNEE

FOSTECH MFG LLC

By  
Name:  
Title:

Judd Foster, President

ACKNOWLEDGMENT  
OF NOTARY PUBLIC

State of Indiana )  
County of Jennings ) ss

On this 6 day of June, 2014, before me, the undersigned Notary Public, personally appeared before me Judd Foster, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the

of FOSTECH MFG LLC and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public:

Shanda Thayer

My Commission Expires:

5-3-19



SHANDA E. THAYER, NOTARY PUBLIC  
County of Jennings, State of Indiana  
My Commission Expires May 3, 2019

Patent Assignment from ALLIANCE ARMAMENT, LLC to FOSTECH MFG LLC

Page 9 of 11

PATENT

REEL: 033106 FRAME: 0353

**SCHEDULE 1**

**LIST OF PATENTS AND INVENTIONS**

Invention Name	Name(s) of Inventors	Filing Date	Patent Number/ Patent Application Number	Issue Date
SHOTGUN DRUM MAGAZINE	Michael L. Winge, Boonville, IN (US)	May 7, 2008	US Patent No. 7942091 B2	May 17, 2011
GAS PRESSURE MECHANISM IN GAS OPERATED FIREARM	Michael L. Winge, Boonville, IN (US)	Jun. 26, 2009	US Patent No. 8,245,625 B2	Aug. 21, 2012
MAGAZINE CARRIER FOR FIREARMS*	David Foster, Columbus, IN (US)	N/A	N/A	N/A

\*The draft provisional patent specification attached hereto as Exhibit 2 is directed to the MAGAZINE CARRIER FOR FIREARMS invention, which invention includes all related inventions, technology, and know-how relating to it and invented at least in part by the same inventor.

[THIS PAGE INTENTIONALLY BLANK]

# Exhibit 1

# UCC FINANCING STATEMENT

## NAME OF CONTACT AT FILER

KRYSTAL COOMBS

Indiana Secretary of State

201400004433354

Jun 3 2014 10:44AM

## EMAIL ADDRESS

KCOOMBS@CFBINDIANA.COM

## INITIAL FINANCING STATEMENT FILE #

201300005883606

## COLLATERAL AMENDMENT

### Description of collateral deleted:

GENERAL INTANGIBLES REVISION: ALL GENERAL INTANGIBLES REMAIN EXCLUDING THE FOLLOWING:  
PATENTS AND APPLICATIONS FOR PATENTS

## NAME OF PARTY OF RECORD AUTHORIZING THIS AMENDMENT

### ORGANIZATION'S NAME

COMMUNITY FIRST BANK OF INDIANA/AISOA

PATENT

REEL: 033106 FRAME: 0357

# UCC FINANCING STATEMENT

## NAME OF CONTACT AT FILER

BOBBI HENDRIX 765-456-4313

Indiana Secretary of State  
201300005883808  
Jun 25 2013 4:43PM

## EMAIL ADDRESS

BHENDRIX@CFBINDIANA.COM

## DEBTOR'S EXACT FULL LEGAL NAME

### ORGANIZATION'S NAME

MAG EQUIPMENT LLC

### MAILING ADDRESS

5825-A PROSPECT DRIVE

### CITY

NEWBURGH

### STATE

IN

### POSTAL CODE

47630

### COUNTRY

UNITED STATES

### TYPE OF ORGANIZATION

LIMITED LIABILITY COMPANY

### JURISDICTION OF ORGANIZATION

INDIANA

### ORGANIZATION ID #

2013061700471

## SECURED PARTY'S NAME

### ORGANIZATION'S NAME

COMMUNITY FIRST BANK OF INDIANA/AISOA

### MAILING ADDRESS

PO BOX 989  
201 WEST SYCAMORE

### CITY

KOKOMO

### STATE

IN

### POSTAL CODE

46903 - 0989

### COUNTRY

UNITED STATES

## THIS FINANCING STATEMENT covers the following collateral:

ALL ACCOUNTS AND OTHER RIGHTS TO PAYMENT, INVENTORY, EQUIPMENT, INSTRUMENTS AND CHATTEL PAPER, GENERAL INTANGIBLES, AND DEPOSIT ACCOUNTS NOW OWNED OR HEREAFTER ACQUIRED REGARDLESS OF THE LOCATION OF THE FOREGOING ASSETS. ALSO ANY SUBSTITUTIONS, REPLACEMENTS, ADDITIONS, AND ACCESSIONS THERETO, AND PROCEEDS THEREOF, INCLUDING ANY AND ALL INSURANCE PROCEEDS.

PATENT

REEL: 033106 FRAME: 0358



# Exhibit 2

## MAGAZINE CARRIER FOR FIREARMS

CROSS REFERENCES TO RELATED APPLICATIONS: None.

Statement as to rights to inventions made under federally sponsored research and development: Not Applicable.

### BACKGROUND OF THE INVENTION

#### 1. Field of the Invention.

The present invention relates generally to repeating firearms that use a replaceable magazine, and more particular to improvements of mechanisms used to retain or release magazines of automatic and/or semi-automatic firearms.

#### 2. Brief Description of Prior Art.

Many modern firearms are equipped with magazines capable of holding dozens of cartridges. Such magazines must usually be manually released from the firearm when they become empty, at which time a full magazine must be inserted into the firearm before firing may be continued. A magazine release is a critical control that locks and releases the ammunition magazine from a firearm.

There are many firearms that incorporate a magazine locking mechanism engaging a locking recess on the front of the magazine. There are other known firearms having side-locking recesses for use. And, in an effort to accommodate both left and right handed shooters, there is also known structures that provide for actuation from both the left and right sides of the firearm by means of translational buttons. However, these release mechanisms generally include an internal catch or hook that extends inwardly to releasably engage the magazine. The Inventor has found these single-hook

configurations to be insecure allowing the magazine to shift forward and/or side-to-side while in the magazine carrier. Further, the prior art release mechanisms generally require a number of small, delicate parts, which may be detrimental to the durability and operation of the critical magazine release mechanism.

As will be seen from the subsequent description, the preferred embodiments of the present invention overcome disadvantages of the prior art. In this regard, the present invention discloses a magazine carrier with release mechanism that is relatively easy to manufacture and assemble, and that includes locking means to avoid the "shifting" that is prevalent with prior art mechanisms. Still other objects will become apparent from the more detailed description which follows.

#### SUMMARY OF THE INVENTION

A magazine carrier with release mechanism that is used with repeating firearms. The magazine carrier includes a pivot member that defines a receptacle for receiving an upper end of the magazine, an arm that is located on a first side of the pivot member, a first latch located on a rear side of the pivot member, and a second latch located on a second side that is opposite the first side. The magazine carrier further includes locking means for releasably securing the magazine carrier to a firearm.

The pivot member includes first and second locking lugs that can be manually set to an unlocked position for inserting or removing the magazine from the magazine carrier, or, set to a locked position, where the magazine is releasably secured within the carrier. Each of the locking lugs define a top side having a flat surface, and a bottom side having a tapered surface for engaging the exterior surface of the magazine.

The pivot member further includes a through-hole for receipt of a pivot pin attached to the arm allowing the pivot member to rotate about an axis. Rotating the pivot member about the axis sets the pivot member to the locked or unlocked position. Urging the first

latch in a side-to-side direction, or, pressing the second latch will allow the pivot member to rotate, and release the magazine from the magazine carrier, or, secure the magazine within the carrier.

#### BRIEF DESCRIPTION OF THE DRAWINGS

Fig. 1 is an exploded perspective view of the device of the present invention, a magazine carrier used with repeating firearms.

Fig. 2 is a side perspective view of the carrier of Fig. 1, shown in the unlocked position.

Fig. 3 is a side view of the carrier positioned on a firearm.

Fig. 4 is a top view of the carrier of Fig. 1, shown in the locked position.

#### DESCRIPTION OF THE PREFERRED EMBODIMENT

The device of the present invention is directed to a magazine carrier with release mechanism that is used with repeating firearms. Unlike the prior art, the magazine carrier of the present invention defines a locking mechanism that includes a pair of locking lugs that engage a magazine when the magazine is locked within the magazine carrier, with means for pivotally releasing the magazine from the magazine carrier. As will be described, the magazine carrier as disclosed further consists of components configured and correlated with respect to each other so as to attain the desired objective.

From the outset, it should be understood that the present invention relates to a magazine carrier that receives and releases a magazine for holding cartridges. The present invention does not alter the loading or reloading process of using the magazine with a prior art repeating firearm. In this regard, the recoiling and counter-recoiling

motions of the firearm's piston or breech bolt which carries out the actions of ejecting the empty case of the shotshell which has just been fired, and loading the succeeding shotshell in the chamber from a magazine remains unchanged. This cycle of operation in receiving a magazine with cartridges and releasing the magazine from the firearm when it becomes empty is widely known and not altered by the present invention.

Further, the spirit of this invention is not limited to a particular type firearm, but is readily applicable to repeating firearms having magazines.

Referring now to the drawings, a magazine carrier 10 that is capable of receiving a magazine 11 is disclosed. The magazine carrier 10 includes a pivot member 20 that defines a receptacle 25 for receiving an upper end of the magazine 11. The pivot member 20 of the magazine carrier 10 may be made of sheet metal or another suitable strong and heat resistant material.

The pivot member 20 includes an arm 30 that is located on a first side 32 of the pivot member 20, and includes a first latch 35 located on a rear side 33 of the pivot member 20, and a second latch 38 located on a second side 34 that is opposite the first side 32. As illustrated, the magazine carrier 10 defines a housing 12 to support and protect the application of the pivot member 20.

The magazine carrier 10 further includes locking means 31 for releasably securing the magazine carrier 10 to a firearm 100.

As best illustrated in Figs. 1, 2 and 4, the pivot member 20 further includes first and second locking lugs 40, 42. As will be understood, Fig. 2 illustrates the locking lugs 40, 42 in the unlocked position, where the magazine 11 can be inserted or removed from the magazine carrier 10, and, Fig. 4 illustrates the locking lugs 40, 42 in the locked position, where the magazine 11 is releasably secured within the carrier 10. As illustrated, the first locking lug 40 is located at a rear, inner portion 32A of the first side

32 of the pivot member 20, and the second locking lug 42 located at a front, inner portion 34A of the second side 34. The first and second locking lugs 40, 42 are ordinarily engaged with the magazine 11 when the magazine 11 is in use in the firearm 100.

Referring to Fig. 1, each of the locking lugs 40, 42 define a top side 40A, 42A respectively, and a bottom side 40B, 42B. The top sides 40A, 42A having a flat surface, and, the bottom sides 40B, 42B each having a tapered surface for engaging the exterior surface of the magazine 11.

The pivot member 20 further includes a through-hole 45 defined in the first side 32. A pivot pin 46 is received in the arm 30 and the through-hole 45 of the pivot member 20 allowing the pivot member 20 to rotate about an axis 49. Rotating the pivot member 20 about axis 49 positions the pivot member 20 from the locked position (see Fig. 4) or the unlocked position (see Fig. 2). Urging either the first latch 35 in a side-to-side direction, or, pressing the second latch 38 will allow the pivot member 20 to rotate as described, and release the magazine 11 from the magazine carrier 10 or secure the magazine 11 within the carrier 10.

When in the locked position, the first locking lug 40 appropriately engages a first location (designated as L1) of the exterior surface of the magazine 11, and the second locking lug 42 engages a second location (designated as L2) of the exterior surface of the magazine such that, and in contrast with the prior art magazine mechanisms, the present invention releasably secures the magazine 11 when inserted in the magazine carrier 10 at two (2) locations. As a result, the magazine 11 is securely received within the magazine carrier 10 without shifting.

Although the above description above contains many specificities, these should not be construed as limiting the scope of the invention but as merely providing illustrations of some of the presently preferred embodiments of this invention. As such, it is to be

understood that the present invention is not limited to the embodiments described above, but encompasses any and all embodiments within the scope of the claims.

It would be obvious to those skilled in the art that modifications may be made to the embodiments described above without departing from the scope of the present invention. Thus the scope of the invention should be determined by the appended claims in the formal application and their legal equivalents, rather than by the examples given.

## Claims

I claim:

1. A magazine carrier with release mechanism for a repeating firearms, said magazine carrier comprising:  
a pivot member that defines a receptacle for receiving an upper end of a magazine,  
an arm that is located on a first side of the pivot member,  
a first latch located on a rear side of the pivot member, and,  
a second latch located on a second side that is opposite the first side,  
a locking means for releasably securing the magazine carrier to a firearm,  
first and second locking lugs that can be manually set to an unlocked position for inserting or removing the magazine from the magazine carrier, or, set to a locked position, where the magazine is releasably secured within the carrier,  
wherein each of the locking lugs defining a top side having a flat surface, and a bottom side having a tapered surface for engaging an exterior surface of the magazine,  
wherein said pivot member further including a through-hole for receipt of a pivot pin that is attached to the arm allowing the pivot member to rotate about an axis,  
wherein rotating the pivot member about the axis sets the pivot member to the locked or unlocked position,  
wherein urging the first latch in a side-to-side direction, or, pressing the second latch will allow the pivot member to rotate to said locked or unlocked positions.



## ABSTRACT OF THE DISCLOSURE

A magazine carrier with release mechanism that is used with repeating firearms. The magazine carrier includes a pivot member that defines a receptacle for receiving an upper end of the magazine. The pivot member includes a first release latch and a second release latch, and first and second locking lugs that can be manually set to an unlocked position for inserting or removing the magazine from the magazine carrier, or, a locked position where the magazine is releasably secured within the carrier. The locking lugs define a top side having a flat surface, and a bottom side having a tapered surface for engaging the exterior surface of the magazine. A pivot pin attaches the pivot member to an arm allowing the pivot member to rotate about an axis. Rotating the pivot member about the axis sets the pivot member to the locked or unlocked position. Urging the first latch in a side-to-side direction, or, pressing the second latch causes the pivot member to rotate to the locked or unlocked positions.