

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3021345

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TIBERIUS HOLDINGS, LLC	08/08/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNITED TACTICAL SYSTEMS, LLC
<b>Street Address:</b>	100 BAYVIEW CIRCLE
<b>Internal Address:</b>	SUITE 5000
<b>City:</b>	NEWPORT BEACH
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92600
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6470872
Patent Number:	6701909
Patent Number:	6892718
Patent Number:	7784454
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)685-1590
<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>Email:</b>	wp@patepeterson.com
<b>Correspondent Name:</b>	WARREN M PATE
<b>Address Line 1:</b>	36 WEST FIRECLAY AVE.
<b>Address Line 4:</b>	MURRAY, UTAH 84107
<b>ATTORNEY DOCKET NUMBER:</b>	3561-1-0
<b>NAME OF SUBMITTER:</b>	WARREN M. PATE
<b>SIGNATURE:</b>	/Warren M Pate/
<b>DATE SIGNED:</b>	09/12/2014
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "Assignment") is entered into as of August 8, 2014 (the "Effective Date") by and between Tiberius Holdings, LLC, an Indiana limited liability company, with offices at 2727 W Ferguson Rd Fort Wayne, IN 46809 ("Assignor"), and United Tactical Systems, LLC, a Delaware limited liability company, with offices at 100 Bayview Circle, Suite 5000, Newport Beach, CA 92600 ("Assignee"). Assignor and Assignee may be referred to as a "Party" or, collectively, the "Parties."

**WHEREAS**, Assignor, together with certain other selling parties, and Assignee are parties to that certain Asset Purchase Agreement dated as of July 25, 2014 (the "APA"); and

**WHEREAS**, under the APA, Assignor has sold, assigned, conveyed and transferred, or has otherwise agreed to sell, assign, convey, and transfer its rights in certain assets, including patents and other intellectual property assets.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows

1. **Assignment**. Assignor does hereby sell, assign, transfer and convey to Assignee all right, title and interest as of the Effective Date in and to (a) the patents and patent applications set forth on Exhibit A, (b) any patents issuing on patent applications set forth on Exhibit A, (c) any and all divisions, reissues, reexaminations, continuations, continuations-in-part, extensions, and foreign counterparts of any of the foregoing, (d) any other patent claiming priority to any of the foregoing, and (e) all inventions disclosed or claimed in any of the foregoing (collectively, the "Patent Rights"), in each case, together with the right to all incomes, royalties, or payments due or payable with respect to any of the Patent Rights, whether arising before or after the Effective Date, and the right to bring action for and collect for present, future and past damages, royalties, fees, profits or other relief, including equitable or injunctive relief, arising from infringement of any of the Patent Rights, whether occurring before or after the Effective Date, all of the same to be held and enjoyed by Assignee, its successors and assigns to the full end of the term or terms for which any patents that may be granted as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Recordation**. Assignor hereby requests the Commissioner of Patents and Trademarks, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Patent Rights, as assignee of the entire right, title and interest in and to the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. **Further Assurances**. Assignor shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment or the APA.

4. **Counterparts.** This Assignment may be executed in one or more counterparts (including by .pdf), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

5. **Amendment and Modification.** This Assignment may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

6. **Headings.** The headings in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

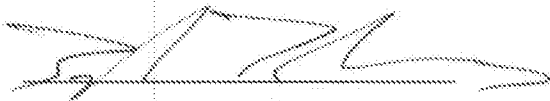
7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first written above

TIBERIUS HOLDINGS, LLC

UNITED TACTICAL SYSTEMS, LLC



Name: Tyler Tiberius

Title: Member

\_\_\_\_\_

Name: \_\_\_\_\_

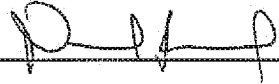
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by a duly authorized representative of each of the Assignor and Assignee as of the date first above written.

TIBERIUS HOLDINGS, LLC

UNITED TACTICAL SYSTEMS, LLC

\_\_\_\_\_

 \_\_\_\_\_

Name: \_\_\_\_\_

Name: David Reed

Title: \_\_\_\_\_

Title: Vice President

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

<b>Owner</b>	<b>Title</b>	<b>Country</b>	<b>Applic. No./ Filing Date</b>	<b>Pub. No./ Pub. Date</b>	<b>Patent No./ Issue Date</b>	<b>Status</b>
TIBERIUS HOLDINGS, LLC	SEMI-AUTOMATIC FIRING COMPRESSED-GAS GUN	US	09541786 4/3/2000		6470872 10/29/2002	REGISTERED
TIBERIUS HOLDINGS, LLC	SEMI-AUTOMATIC FIRING COMPRESSED-GAS GUN	US	10281851 10/28/2002		6701909 3/9/2004	REGISTERED
TIBERIUS HOLDINGS, LLC	PAINTBALL, HANDGUN, AUTOMATIC MAGAZINE	US	10791436 3/2/2004		6892718 5/17/2005	REGISTERED
TIBERIUS HOLDINGS, LLC	SEMI-AUTOMATIC FIRING COMPRESSED-GAS GUN	US	12687839 1/14/2010		7784454 8/31/2010	REGISTERED
TIBERIUS HOLDINGS, LLC	[T-15] <sup>1</sup>	U.S.				PENDING

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<sup>1</sup> Note to Sellers: Please add information for T-15 patent application.