

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3883270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GS DEVELOPMENT AB	01/01/2013

RECEIVING PARTY DATA

Name:	AIMPOINT AB
Street Address:	JÄGERSHILLGATAN 15
City:	MALMÖ
State/Country:	SWEDEN
Postal Code:	SE-213 75

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9303952

CORRESPONDENCE DATA

Fax Number: (888)703-4446

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.

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ATTORNEY DOCKET NUMBER:	315-0065/US
NAME OF SUBMITTER:	HERMAN R. HEFLIN III
SIGNATURE:	/Herman R. Heflin III/
DATE SIGNED:	05/20/2016

Total Attachments: 10

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PATENT

REEL: 038660 FRAME: 0524

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It is hereby certified that this is a
true and correct copy of the original
document:

Sven Nyström
Gull-bruket, Tingshamn

Patent and Trademark Assignment Agreement

dated 1 January 2013

GS Development AB

and

Aimpoint AB

This Patent and Trademark Assignment Agreement (the "Agreement") is made between:

- (1) GS Development AB, org no 556091-0712, having its principal place of business at Jägershillsgatan 15, 213 75 Malmö ("GS Development"); and
- (2) Aimpoint AB, org no 556245-9999, having its principal place of business at Jägershillsgatan 15, 213 75 Malmö ("Aimpoint").

Each of GS Development and Aimpoint is hereinafter referred to as a "Party" and, jointly, as the "Parties".

1. BACKGROUND

- A. GS Development is the owner of the Patents and Trademarks, as defined below. Aimpoint is a subsidiary of GS Development.
- B. GS Development and Aimpoint have on 20 December 2006 entered into a license agreement concerning the Patents, under which GS Development granted Aimpoint an exclusive license to use the Patents (the "License Agreement").
- C. Aimpoint has, outside the License Agreement, been granted rights from GS Development to use the Trademarks.
- D. The Parties now wish to transfer the ownership of the Patents and Trademarks to Aimpoint and have agreed that the transfer shall take place as of 1 January 2013 (the "Effective Date").
- E. Now therefore, in consideration of the foregoing, GS Development wishes to assign the Patents and Trademarks to Aimpoint and Aimpoint wishes to acquire the Patents and Trademarks on the following terms and conditions.

2. ASSIGNMENT AND ASSURANCES

- 2.1 GS Development hereby transfers and assigns to Aimpoint, as of the Effective Date, all its rights, title and interest in (i) the patents and patent applications listed in Schedule 1 (the "Patents"), and (ii) the trademark and trademark applications listed in Schedule 2 (the "Trademarks"), as well as all good-will and right to royalties related thereto.
- 2.2 The assignment is complete and includes any and all rights of enforcement with respect to the Patents and Trademarks, including all rights to sue and recover for past infringement thereof, and any and all causes of action related thereto. For the avoidance of doubt, Aimpoint shall assume full responsibility for pending opposition proceedings (if any) before registration authorities with respect to the Patents and/or Trademarks, as well as any other litigation or proceedings related to the Patents and/or Trademarks. Upon Aimpoint's request, GS Development shall however, against compensation for GS Development's out-of-pocket and other reasonable expenses, provide Aimpoint with such assistance as Aimpoint may reasonably request in relation to such litigation or proceedings.
- 2.3 Aimpoint shall, as the new owner of the Patents and Trademarks, have the right to, transfer, license or otherwise dispose of any or all part of the Patents and Trademarks as well as make modifications, changes and developments of the Patents and Trademarks.

- 2.4 Aimpoint shall from the Effective Date be fully responsible for all costs and fees related to the Patents and Trademarks and shall pay all fees charged by the registration authorities as well as local patent agents in connection with the registration of the assignment of the Patents and Trademarks. Notwithstanding the foregoing, GS Development agrees that it will execute and deliver, at any time upon Aimpoint's request, free of charge, all such documents, forms and authorizations as may be required by the relevant registration authority, for the registration of the assignment of the Patents and Trademarks. Aimpoint shall after signing of this Agreement consult with GS Development on possible re-registration of the ownership of the Patents and Trademarks with the applicable registration authorities, e.g. on whether non-active and active Patents and Trademarks shall be re-registered and the speed of the re-registration process, taking into consideration costs involved in the re-registration and the value of the Patents and Trademarks in the different countries.
- 2.5 GS Development shall provide Aimpoint with its books and records and other documents, in paper and digital form, concerning the Patents and Trademarks which are necessary for Aimpoint to take over the ownership and maintenance of the Patents and Trademarks. Aimpoint may fully and freely use said documents (including making copies, changes and transfers to third parties in connection with a transfer of the Patents and/or Trademarks).

3. CONSIDERATION

- 3.1 Considering that Aimpoint has worked with the Patents, developed and licensed the technology under the Patents to third parties and otherwise carried the responsibility for the Patents prior to the Effective Date, as set out in the License Agreement, the Parties have agreed that no consideration shall be paid from Aimpoint to GS Development for the assignment of the Patents. The Parties have also agreed that no consideration shall be paid from Aimpoint to GS Development for the assignment of the Trademarks, considering that Aimpoint in a similar manner has worked with and carried responsibility for the Trademarks prior to the Effective Date.
- 3.2 The Parties agree that, upon payment of the royalty set out in the side agreement between the Parties dated 13 December 2012, there is no outstanding royalty under the License Agreement.

4. EXCLUSIVE REMEDIES; NO WARRANTY

- 4.1 GS Development warrants that it is the sole legal owner of the Patents and Trademarks, that it has the full legal right to assign the Patents and Trademarks to Aimpoint and that the Patents and Trademarks are not pledged or licensed to any third party. The assignment of the Patents and Trademarks under this Agreement is otherwise made on an "as is" basis, and no warranties, whether express or implied, are given in relation to the assignment of the Patents and/or Trademarks.
- 4.2 The Parties acknowledge and agree that the remedies provided for in this Agreement shall be Aimpoint's sole and exclusive remedies with respect to the subject matter of this Agreement. Aimpoint hereby waives any and all other rights, claims and causes of action with respect to the subject matter of this Agreement, whether based on contract or law, statute or legal principle that it may have against GS Development due to any defects or deficiencies in the Patents and/or Trademarks.

S. MISCELLANOUS

5.1 Assignments

This Agreement shall be binding upon and inure to the benefit of the successors of the Parties.

5.2 Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, which includes that the License Agreement hereby is replaced by the terms and conditions of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both Parties hereto.

5.3 Partial Invalidity and Waiver

If any provision of this Agreement is held illegal, invalid or unenforceable by any court or arbitral tribunal of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held illegal, invalid or unenforceable only in part or to a certain degree will remain in full force and effect to the extent not held invalid or unenforceable. The Parties shall amend this Agreement by replacing such illegal, invalid or unenforceable provisions with legal, valid and enforceable provisions which would produce as nearly as possible the result intended by the Parties. The Parties shall make all their best efforts to ensure the implementation of all the provisions hereof.

The waiver by either Party of any right hereunder or the failure to perform, or of a breach by the other Party, shall not be deemed a waiver of any other right hereunder or of any other breach or failure by the other Party whether of a similar nature or otherwise.

5.4 Confidentiality

The Parties agree, without limitation in time, to keep the terms and conditions of this Agreement as well as information of a confidential character disclosed hereunder as strictly confidential.

6. APPLICABLE LAW AND DISPUTE RESOLUTION

6.1

This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden.

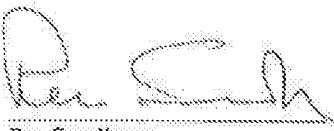
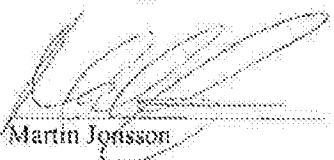
6.2

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Malmö, Sweden.

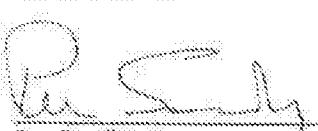
IN WITNESS WHEREOF, this Agreement has been signed in two (2) originals, of which the Parties have received one each.

Place: Malmö
Date: 11 2013

GS DEVELOPMENT AB


Per Sandberg

Martin Jonsson

AIMPOINT AB


Per Sandberg

Lennart Ljungfelt

Patents

Your reference	Keyword	Country	Application N	Patent No.	Filing date	Granted	Status	Case type
Automatisk ljusreglering		CH	00909853.4	1 155 276	2000-02-15	2003-05-21	Aktiv	Patent
Automatisk ljusreglering		DE	00909853.4	600 02 832.1	2000-02-16	2003-05-21	Aktiv	Patent
Automatisk ljusreglering		FR	00909853.4	1 155 276	2000-02-16	2003-05-21	Aktiv	Patent
Automatisk ljusreglering		GB	00909853.4	1 155 276	2000-02-16	2003-05-21	Aktiv	Patent
Pulsad diode		DE	99965691.1	699 07 284.0	1999-12-27	2003-04-23	Aktiv	Patent
Pulsad diode		IT	99965691.1	1 210 561	1999-12-27	2003-04-23	Aktiv	Patent
RC-LED		BE	01273228.5	1 350 072	2001-12-28	2005-07-13	Aktiv	Patent
RC-LED		CH	01273228.5	1 350 072	2001-12-28	2005-07-13	Aktiv	Patent
RC-LED		DE	01273228.5	601 11 958.4	2001-12-28	2005-07-13	Aktiv	Patent
RC-LED		FR	01273228.5	1 350 072	2001-12-28	2005-07-13	Aktiv	Patent
RC-LED		GB	01273228.5	1 350 072	2001-12-28	2005-07-13	Aktiv	Patent
RC-LED		GR	01273228.5	1 350 072	2001-12-28	2005-07-13	Aktiv	Patent
RC-LED		IT	01273228.5	1 350 072	2001-12-28	2005-07-13	Aktiv	Patent
Pistolinsparabolisk		IL	109459	109 459	1994-04-27	1994-04-27	Aktiv	Patent
Step up		SE	9900611-6	513 595	1999-02-22	2000-10-09	Aktiv	Patent
Automatisk ljusreglering		SE	9900612-4	513 594	1999-02-22	2000-10-09	Aktiv	Patent
Automatisk ljusreglering		CA	2 345 264	2 345 264	2000-02-16	2008-08-19	Aktiv	Patent
Automatisk ljusreglering		JP	2000-601390	4615733	2000-02-16	2010-10-29	Aktiv	Patent
Automatisk ljusreglering		US	09/807 321	6 373 628	2000-02-16	2002-04-16	Aktiv	Patent
Pulsad diode		CA	2 379 673	2 379 673	1999-12-27	2007-10-09	Aktiv	Patent
Pulsad diode		US	09/520,087	7,797,843	2000-03-07	2010-09-21	Aktiv	Patent
Double battery		US	10/270 282	7 579 108	2002-10-15	2009-08-25	Aktiv	Patent
Reglering av laserdiod		SE	0002145-1	522 279	2000-06-08	2004-01-27	Aktiv	Patent
RC-LED	SIGHT FOR WEAPONS	CA	2 434 053	2,434,053	2001-12-28	2010-07-27	Aktiv	Patent
RC-LED		IL	156723	156723	2001-12-28	2009-02-04	Aktiv	Patent
RC-LED		JP	2002-556561	3961952	2001-12-28	2007-05-25	Aktiv	Patent
Rörlig matris		SE	0201932-1	524 172	2002-06-24	2004-07-06	Aktiv	Patent
Rörlig matris		US	11/012,314	7,764,434 ✓	2003-06-23	2010-07-27	Aktiv	Patent
Twist mount		US	10/588,411	7,730,655	2005-03-02	2010-06-08	Aktiv	Patent

M4 mount
 XD diod
 XD diod
 Kombi RD o förstöring
 P129
 BR-8-UGL-POINT
 BR-8-UGL-POINT
 BR-8-UGL-POINT
 BR-8-UGL-POINT
 BR-8-UGL-POINT
 BR-8-UGL-POINT
 Rörlig matris
 Rörlig matris
 Rörlig matris

SE	FÄSTE FÖR SIKTE	0402171-3	528 4111	2004-09-10	2006-11-07	Aktiv	Patent
US		11/662,569	8,020,335 ↗	2005-09-01	2011-09-20	Aktiv	Patent
CA		2,305,556	2,306,556	1998-10-08	2007-06-05	Aktiv	Patent
JP		2000-516183	4493841	2000-04-10	2010-04-16	Aktiv	Patent
SE		0801055-5	533 391	2008-05-09	2010-09-14	Aktiv	Patent
SE		0950541-3	534 612	2009-07-08	2011-10-25	Aktiv	Patent
BE		09703242,9	2247910	2012-06-20	2012-06-20	Aktiv	Patent
CH		09703242,9	2247910	2012-05-20	2012-05-20	Aktiv	Patent
DE		09703242,9	60 2009 007 7	2012-06-20	2012-06-20	Aktiv	Patent
FR		09703242,9	2247910	2012-06-20	2012-06-20	Aktiv	Patent
GB		09703242,9	2247910	2012-06-20	2012-06-20	Aktiv	Patent
NL		09703242,9	2247910	2012-06-20	2012-06-20	Aktiv	Patent
NO		09703242,9	2247910	2012-06-20	2012-06-20	Aktiv	Patent
	ANORDNING FÖR JUSTERING AV RIDE	03733784,7	603 41 343 9	2012-06-20	2012-06-20	Aktiv	Patent
	ANORDNING FÖR JUSTERING AV RIFR	03733784,7	1516151	2012-06-20	2012-06-20	Aktiv	Patent
	ANORDNING FÖR JUSTERING AV RGB	03733784,7	1516151	2012-06-20	2012-06-20	Aktiv	Patent

Patent applications

Your reference	Keyword	Country co Application #	Patent No.	Filing date	Granted	Status	Case type
Pulsad diode	FR	9996569/1.1	1 210 561	1999-12-27	2003-04-23	Aktiv	Patentapplication
Twist mount	EP	05711155.1		2005-03-02		Aktiv	Patentapplication
XD diod	DE	98948049.6	698 04 835.0	1998-10-08	2002-04-10	Aktiv	Patentapplication
XD diod	FR	98948049.6	1 021 679	1998-10-08	2002-04-10	Aktiv	Patentapplication
XD diod	GB	98948049.6	1 021 679	1998-10-08	2002-04-10	Aktiv	Patentapplication
BR 8	US	12/019,196		2008-01-24		Aktiv	Patentapplication
FÖRSTORINGSFILTER	SE	1050313-4		2010-04-01		Aktiv	Patentapplication
FÖRSTORINGSFILTER	US	61/320,169		2010-04-01		Aktiv	Patentapplication
DLP P129	SE	1150113-7		2011-02-14		Aktiv	Patentapplication
Kombi RD o förstoring	EP	09742940.1		2009-05-08		Aktiv	Patentapplication
Kombi RD o förstoring	CA	2,723,891		2009-05-08		Aktiv	Patentapplication
Kombi RD o förstoring	CN	2009801163-		2009-05-08		Aktiv	Patentapplication
Kombi RD o förstoring	IN	7815/DELNP,		2010-11-04		Aktiv	Patentapplication
Kombi RD o förstoring	KR	10-2010-702		2009-05-08		Aktiv	Patentapplication
Kombi RD o förstoring	US	12/991,770 L		2009-05-08		Aktiv	Patentapplication
FÖRSTORINGSFILTER	PC	PCT/SE2011/		2011-03-29		Aktiv	Patentapplication
P 129	EP	10732897.3		2012-01-31		Aktiv	Patentapplication
P 129	AU	2010270410		2012-02-06		Aktiv	Patentapplication
P 129	CA	2,767,420		2012-01-05		Aktiv	Patentapplication
P 129	IL	2117319		2012-01-01		Aktiv	Patentapplication
P 129	IN	1103/DELNP,		2012-02-05		Aktiv	Patentapplication
P 129	KR	10-2012-700		2012-02-08		Aktiv	Patentapplication
P 129	SG	201200119-4		2012-01-06		Aktiv	Patentapplication
P 129	US	13,382,072		2012-01-03		Aktiv	Patentapplication
P 129	ZA	2012/00921		2012-02-07		Aktiv	Patentapplication
DLP P129	PC	PCT/SE2012/		2012-11-01		Aktiv	Patentapplication
FÖRSTORINGSFILTER	EP	11763148.1					

Design patents

Your reference

Fästanordning för optiska artiklar	Keyword	Country	Applica. No.	Patent No.	Filing date	Status
Fästanordning för optiska artiklar		EG	548185	S48185	2006-06-21	Aktiv
Fästen samt sikten		US	29/278,157	E603,927	2007-03-21	Aktiv
Fästen samt sikten		EG	860960	860960-0001/2/3	2008-01-21	Aktiv
Fästen samt sikten		US	29/317,588	D591,383	2008-05-02	Aktiv
Fästen samt sikten		US	29/317,589	E603,929	2008-05-02	Aktiv
Sight AT4		US	29/317,591	E604,384	2008-05-02	Aktiv
Hållare för skyddslock		FR	00 4985	00 4985	2000-09-01	Aktiv
Hållare för skyddslock		SE	2000/0434	666556	2000-03-03	Aktiv
Hållare för skyddslock		US	29/128,889	D451,163	2000-08-31	Aktiv
Lens Protection for sights		US	29/150,742	D457,542	2001-11-28	Aktiv
Sikte		SE	2002/1444	76229	2002-10-04	Aktiv
Sikte		US	29/179,027	D515,118	2003-04-04	Aktiv
Fäste för sikte		CN	200830209007.X	ZL200830209007.X	2008-09-16	Aktiv
Fäste för sikte		EG	897624	000897624-0001	2008-03-14	Aktiv
Fäste för sikte		US	29/324,323	0623,254	2008-09-10	Aktiv
CEU		CN	200830210527.2	ZL200830210527.2	2008-10-06	Aktiv
CEU		EG	909551	000909551-0001	2008-04-04	Aktiv
CEU		US	29/325,612	D613,813	2008-10-03	Aktiv
Comp MAS		CN	200830210526.8	ZL200830210526.8	2008-10-06	Aktiv
Comp MAS med spacer		CN	200930211049.1	ZL200930211049.1	2009-10-06	Aktiv
Comp MAS		EG	909528	000909528-0001/2	2008-04-04	Aktiv
Comp MAS		US	29/325,610	D619,190	2008-10-03	Aktiv
Fäste för sikte Micro/Glock		EG	001076343-0001	001076343-0001	2009-01-13	Aktiv
Fäste för sikte Micro/Glock		US	29/339,928	D169,195	2009-07-10	Aktiv
P122		CN	201030133214.9	ZL201030133214.9	2010-03-31	Aktiv
P122		EG	1168538	1168538-0001	2009-10-02	Aktiv
P122		US	29/344,810	D637,258	2009-10-05	Aktiv
P129		CN	201030135933.4	ZL201030135933.4	2010-04-07	Aktiv
P129		EG	1169544-001/2/3	1169544-001/2/3	2009-10-07	Aktiv
P129		US	29/359,185	D641,826	2010-04-07	Aktiv

Trademarks

Your reference

Aimpoint figur

The Future in Sight

Keywords

Keyword	Country	Applica. No.	Patent No.	Filing date	Status
cl 9	CN	5918080	5918080	2007-02-14	Aktiv
cl 13	CN	5918079	5918079	2007-02-14	Aktiv
cl 9	MY	7022937		2007-11-21	Aktiv
cl 9	RU	2007737246	372416	2007-11-28	Aktiv
cl 9	TR	2007/60044	200760044	2007-11-13	Aktiv
cl 13	CA	393786	233 335	1976-01-23	Aktiv
cl 13	SE	75-03220	164011	1975-07-28	Aktiv
cl 9	US	753888	1 134 464	1976-01-26	Aktiv
cl 13	AU	774208	774208	1998-09-28	Aktiv
cl 13	EG	723346	723346	1998-01-15	Aktiv
cl 13	GB	2176988	2176988	1998-09-10	Aktiv
cl 13	HK	98/00835	B11964/2000	1998-01-23	Aktiv
cl 13	JP	H10-008920	4264138	1998-02-06	Aktiv
cl 13	SG	S/1277/98	T98/012720	1998-02-16	Aktiv
cl 13	TW	87006956	853640	1998-02-19	Aktiv
cl 13	VN	N980661	31 282	1998-03-11	Aktiv
cl 13	FR	1340010	1 340 010	1986-01-24	Aktiv
cl 13	ZA	2011/02387	2011/02387	2011-02-04	Aktiv
cl 25	EG	010956787		2012-06-12	Aktiv
cl 25	US	85/652,881		2012-06-15	Aktiv
cl 9,13,25	TH				
cl 25	SE	10956787		2012-06-12	Aktiv
cl 9	SE	1993/12245		1993-12-27	Aktiv
cl 9, 13	US				Aktiv