

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4027195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHARLES MOTHERSELE	08/26/2016
RECEIVING PARTY DATA	
Name:	ESTES AWS. LLC
Street Address:	470 SOUTH MITTHOEFER ROAD
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46229
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9428114
Application Number:	61565243
Application Number:	14055441
Application Number:	61719646
CORRESPONDENCE DATA	
Fax Number:	(317)592-5453
<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>	
Email:	ipdocket@icemiller.com
Correspondent Name:	THOMAS A. WALSH
Address Line 1:	ONE AMERICA SQUARE SUITE 2900
Address Line 4:	INDIANAPOLIS, INDIANA 46282
NAME OF SUBMITTER:	THOMAS A. WALSH
SIGNATURE:	/Thomas A. Walsh/
DATE SIGNED:	08/29/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=Motherssele INDY-#10853051-v1-Patent_Assignment_(Executed_August_26__2016)#page1.tif	
source=Motherssele INDY-#10853051-v1-Patent_Assignment_(Executed_August_26__2016)#page2.tif	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated as of this 26th day of August, 2016, is by and between Charles Mothersele ("Assignor"), and Estes AWS, LLC, an Indiana limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Automated Weapon Security Inc., an Indiana corporation, Assignor, Mary Mothersele and Assignee (the "Purchase Agreement"), Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Patents (as defined below), and Assignee desires to acquire such Assigned Patents, on the terms and subject to the conditions more fully described in the Purchase Agreement;

WHEREAS, it is the parties' intention to reflect the assignment of the Assigned Patents by the execution and delivery of this Agreement; and

WHEREAS, capitalized terms used herein, but not otherwise defined, shall have the meanings specified in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor and Assignee hereby agree as follows:

ARTICLE I AGREEMENT

Section 1.01. Assignment of Patents. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of his right, title and interest in, to and under the patents and patent applications set forth on Exhibit A attached hereto, including, but not limited to, (a) all inventions and improvements disclosed therein, (b) all letters patent or similar legal protection granted therefore in the United States and its territorial possessions and in all foreign countries, unions, or regions, (c) all continuations, divisions, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor and (d) all rights to enforce including, but not limited to, the right to sue and collect damages for any past, present or future infringements thereof, throughout the world ("Assigned Patents"). Subject to Section 1.02, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the respective assignment granted herein.

Section 1.02. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Patents.

Section 1.03. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for him and in his name and stead or otherwise, to institute and prosecute

from time to time, any Proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Patents, and to defend and compromise any and all Proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance thereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by each Assignor.

Section 1.04. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. This Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

Section 1.05. Successors and Assigns. The provisions of this Assignment shall bind Assignor and his successors and permitted assigns and inure to the benefit of Assignee and its successors and permitted assigns.

Section 1.06. Interpretation. Titles and headings to articles and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment. This Assignment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 1.07. Execution in Counterparts. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronic PDF signature shall be deemed an original signature.

Section 1.08. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Indiana without regard to conflict of laws principles of any jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first set forth above.

"ASSIGNOR"

Charles Mothersese
Charles Mothersese

Accepted and Agreed:

"ASSIGNEE"

ESTES AWS, LLC

By: Timothy Estes
Timothy Estes, President

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF INDIANA)
) ss:
COUNTY OF MARION)



DENNIS McCLOUD
Notary Public - Indiana
County of Marion
My Comm. Expires: Oct. 24, 2023

On this 26 day of AUGUST, 2016, there appeared before me Charles Mothersese, personally known to me or who proved to me his identity, who stated that he executed this Patent Assignment in his personal capacity, as his voluntary act and deed for the purposes stated therein.

Dennis McCLOUD
Signed
DENNIS McCLOUD
Printed

My Commission Expires: 10/24/23
County of Residence: MARION

Exhibit A

PATENTS

Patent Number	Title	Inventors	Filing Date
9,428,114	REMOTE DEPLOYMENT GUN SAFE	Charles L. Mothersele	Nov. 30, 2012

PATENT APPLICATIONS

Serial Number	Title	Inventors	Filing Date
61/565,243	REMOTE DEPLOYMENT GUN SAFE	Charles L. Mothersele	Nov. 30, 2011
14/055,441	RAPID DEPLOYMENT GUN SAFE	Charles L. Mothersele	Oct. 16, 2013
61/719,646	RAPID DEPLOYMENT GUN SAFE	Charles L. Mothersele	Oct. 29, 2012