#### 504146359 12/14/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4186205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA	·		
	Name	Execution Date	
KEVIN GIBBENS		12/06/2016	
DAVID GIBBENS		12/06/2016	

# **RECEIVING PARTY DATA**

Name:	MAGPUL INDUSTRIES CORP.		
Street Address: 8226 BEE CAVES ROAD			
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78746		

### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Application Number:	14860191
Application Number:	29444153
Application Number:	29553102
Application Number:	29553097

# **CORRESPONDENCE DATA**

Fax Number:

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.

Email: sarah@nodiplaw.com NEUGEBOREN O'DOWD PC Correspondent Name: Address Line 1: **1227 SPRUCE STREET** Address Line 2: SUITE 200 Address Line 4: BOULDER, COLORADO 80302

ATTORNEY DOCKET NUMBER:	1338_GIBBZ	
NAME OF SUBMITTER:	STEPHEN S. GRUBER	
SIGNATURE:	/Stephen S. Gruber/	
DATE SIGNED:	12/14/2016	
Total Attachments: 3	•	

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PATENT REEL: 040738 FRAME: 0512

#### **EXHIBIT B: ASSIGNMENT**

WHEREAS, Kevin Gibbens, David Gibbens, Gibbens Engineering Group, LLC ("Gibbz Arms"), having a place of business at 1660 N. Rosemount Ste. 105, Mesa, Arizona 85205 (hereinafter "ASSIGNORS") represent and warrant that they are the sole owners of the entire right, title, and interest to the following patents and patent applications set forth below (collectively hereinafter "PATENTS"), and that no consent, approval, or authorization of any third party is required for ASSIGNORS to enter into, execute, or perform this Assignment Agreement;

	PATENT NO.	TITLE OF PATENT	ISSU	<u>E DATE</u>	<u>COUNTRY</u>	
1.	D751,661	Weapon Handguard	Marcl	h 15, 2016	United States	
	PATENT APPLICATION NO.		FILING DATE	<u>COUNT</u>	<u>COUNTRY</u>	
1.	14/860,191			United S	tates	
2.	29/444,153			United S	tates	
3.	29/553,102			United S	tates	
0.	277000,102			e intea s		
4.	29/553,097			United S	tates	

WHEREAS, ASSIGNORS represent and warrant that there are no other patents or pending, expired, or abandoned patent applications, anywhere in the world, that are related to any of the above PATENTS;

WHEREAS, ASSIGNORS represent and warrant that they are not aware of any other person or entity with right, title, or interest in and to the PATENTS, or claiming to have such right, title, or interest; and

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Exhibit B: Assignment

WHEREAS, Magpul Industries, Corp., a Delaware corporation having a place of business at 8226 Bee Caves Road, Austin, Texas, 78746 (hereinafter "ASSIGNEE"), is desirous of purchasing the entire right, title, and interest in and to the PATENTS.

NOW, THEREFORE, for good and valuable consideration paid to ASSIGNORS, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS do hereby sell, assign, transfer, and convey unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to, and under the PATENTS, and

all their present and future counterparts anywhere in the world, such as divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals, extensions thereof, patents from post-issuance challenges such as *inter partes* review, utility models, and any of these patents in limited form; and any patents claiming priority to an application to which any of the above-identified patents or counterparts claim priority, and all rights of priority under International Conventions and applications for Letters Patent that have been filed or may hereafter be filed in any country or countries foreign to the United States; and ASSIGNORS hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment; and

ASSIGNORS HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns, all claims for damages and all other remedies, arising out of any violation of the property and rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringement of the Patents; and

ASSIGNORS HEREBY covenant and agree, without further consideration or compensation, that they will communicate to ASSIGNEE, its successors, legal representatives, and assigns, any facts known to ASSIGNORS relating to the PATENTS immediately upon becoming aware of those facts, and that they will assist in the preparation of any other applications related to the PATENTS, testify in any legal proceeding involving any of the PATENTS, sign all lawful papers, execute all divisionals, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the PATENTS in all countries at no cost to ASSIGNORS; and

ASSIGNORS FURTHER acknowledges that this Agreement is binding on ASSIGNORS, their officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under their direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement is fully assignable by ASSIGNEE. If ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agrees to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

Gibbens Engineering Group, LLC d/b/a Gibbz Arms

By: King City Colors

Title: *QWNBI* Date: December 6, 2016

#### **Kevin Gibbens**

By: Kr Name: Kevin Gibbens

Date: December 6, 2016

**David Gibbens** 

Name: David Dibbens

Date: December 6, 2016

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**RECORDED: 12/14/2016** 

**Exhibit B: Assignment**