

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4769956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ADAMS ARMS, LLC	01/09/2018
RECEIVING PARTY DATA	
Name:	DAVOS PARTNERS LP
Street Address:	666 FIFTH AVE, 8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10103
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7469624
Patent Number:	7739939
Patent Number:	7971518
Application Number:	15268476
CORRESPONDENCE DATA	
Fax Number:	(813)229-1660
<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>	
Phone:	8132291660
Email:	timmerman@slk-law.com
Correspondent Name:	J. TODD TIMMERMAN
Address Line 1:	101 EAST KENNEDY BOULEVARD
Address Line 2:	SUITE 2800
Address Line 4:	TAMPA, FLORIDA 33602
ATTORNEY DOCKET NUMBER:	A75845-134538
NAME OF SUBMITTER:	J. TODD TIMMERMAN
SIGNATURE:	/J. Todd Timmerman/
DATE SIGNED:	01/10/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	

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NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, THE RIGHTS AND REMEDIES HEREUNDER OF LENDERS (AS DEFINED BELOW) AND THEIR PERMITTED SUCCESSORS AND ASSIGNS ARE SUBJECT TO AND SUBORDINATE TO THE RIGHTS AND REMEDIES OF GF RAM II LLC AND LB MERCHANT AA-2, LLC (COLLECTIVELY, "SENIOR LENDERS"), IN THE MANNER SET FORTH IN THAT CERTAIN LETTER AGREEMENT DATED AS OF JANUARY 9, 2018, BY AND AMONG BORROWER, LENDERS AND SENIOR LENDERS.

PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of January 9, 2018 (this "Patent Security Agreement"), is made by ADAMS ARMS, LLC, a Florida limited liability company (the "Debtor") in favor of DAVOS PARTNERS LP, a Delaware limited partnership (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor is party to a Security Agreement of even date in favor of the Secured Party (the "Security Agreement") pursuant to which the Debtor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Note Purchase Agreement and other Loan Documents referenced in the Security Agreement, the Debtor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Debtor hereby pledges and grants to the Secured Party a second priority lien on and security interest in and to all of the Debtor's right, title and interest in, to and under all the following Collateral (collectively, the "Patent Collateral");

- (a) the patents of the Debtor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing.

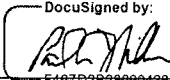
SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Obligations, upon written request of the Debtor, the Secured Party shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADAMS ARMS, LLC, a Florida limited liability company

DocuSigned by:
By: 
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Paul Miller Chief Executive Officer

Accepted and Agreed:

DAVOS PARTNERS LP

By: _____
David P. Nolan, its GP

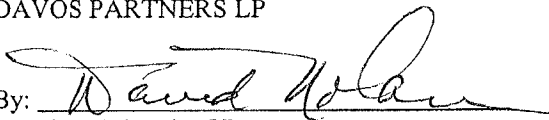
IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADAMS ARMS, LLC, a Florida limited liability company

By: _____
Paul Miller Chief Executive Officer

Accepted and Agreed:

DAVOS PARTNERS LP

By: 
David P. Nolan, its GP

SCHEDULE 1
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND APPLICATIONS

Patent Registrations:

OWNER	APPLICATION NUMBER	PATENT NUMBER	TITLE
Adams Arms, LLC	11938678	7469624	DIRECT DRIVE RETROFIT FOR RIFLES
Adams Arms, LLC	12218676	7739939	DIRECT DRIVE RETROFIT FOR RIFLES
Adams Arms, LLC	12644436	7971518	DIRECT DRIVE RETROFIT FOR RIFLES

Patent Application(s):

Application No. 15/268,476, filed September 16, 2016, titled: "HANDGUN SLIDE TO FRAME ADAPTER."