

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6541342

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GARET ITZ	12/04/2020
RECEIVING PARTY DATA	
Name:	MAGNETOSPEED, LLC
Street Address:	8801 TARA LANE
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78737
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9574843
Patent Number:	9709593
Patent Number:	10712358
Application Number:	16906740
Patent Number:	10041761
Patent Number:	9927208
Application Number:	15872237
Application Number:	16787413
CORRESPONDENCE DATA	
Fax Number:	
<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:	305-397-0845
Email:	mlima@cozen.com
Correspondent Name:	COZEN O'CONNOR
Address Line 1:	SOUTH BISCAYNE BLVD, SUITE 3000
Address Line 2:	200 SOUTH BISCAYNE BLVD, SUITE 3000
Address Line 4:	MIAMI, FLORIDA 33131
ATTORNEY DOCKET NUMBER:	494765.000
NAME OF SUBMITTER:	VICTOR CASTELLUCCI
SIGNATURE:	/Victor Castellucci/

PATENT

DATE SIGNED:	02/09/2021
Total Attachments: 6 source=IP Assignment Itz to MagnetoSpeed#page1.tif source=IP Assignment Itz to MagnetoSpeed#page2.tif source=IP Assignment Itz to MagnetoSpeed#page3.tif source=IP Assignment Itz to MagnetoSpeed#page4.tif source=IP Assignment Itz to MagnetoSpeed#page5.tif source=IP Assignment Itz to MagnetoSpeed#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Garet Itz to MagnetoSpeed, LLC

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 4, 2020, is made by Garet Itz, an individual having a residence at 10120 Canyon Dr., Woodland Park, CO 80863 ("**Assignor**"), in favor of MagnetoSpeed, LLC, a Texas limited liability company having a place of business at 8801 Tara Lane, Austin, TX 78737 ("**Assignee**").

WHEREAS, in accordance with an understanding between the parties, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties to this IP Assignment agree as follows:

1. Assignment. In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the foreign and domestic patents and patent applications set forth on Schedule 1 hereto (including any and all reissuances, divisionals, renewals, provisional applications, continuations, continuations-in-part, revisions, extensions, substitutions, and reexaminations), and all inventions (whether patentable or not), invention disclosures, and improvements thereof or related thereto (the "**Patents**");

(b) the copyrights, original works of authorship, and all databases and data collections (including any and all software code, modules, scripts, libraries, or other components thereof, including object code, source code, and all relevant documentation) set forth on Schedule 2, whether registered or unregistered, and including all applications, registrations, and renewals of any such thing, and all moral rights and neighboring rights associated therewith (the "**Copyrights**");

(c) all intellectual property and ownership rights associated with the technologies and methodologies identified on Schedule 3, including any and all know-how, trade secrets, source code, object code, other software, discoveries, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, manufacturing processes, customer and market lists, technical data, specifications, research and development information, technology and product roadmaps, proprietary data, databases and database rights (including sui generis rights), personal information, technical data, and other proprietary data and other proprietary or confidential information conceived, made, or discovered by Assignor, solely or in collaboration with others, that is or are necessary for conduct of the Assignee's business, together with all pertinent information and data associated with same, that are not identified as Patents, Trademarks, or Copyrights (the "**Trade Secrets**");

(d) to the extent not identified in (a) through (c) above, any and all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, documents, software (including source code, object code, and other machine-readable code), algorithms, applications, intellectual property and tangible embodiments of intellectual property rights, and all other work product of any nature whatsoever, that were created,

developed, prepared, produced, authored, edited, invented, suggested, amended, conceived, originated, acquired, or reduced to practice by or on behalf of Assignor, individually or jointly with others (including Assignee), in performance of services or otherwise delivered by or on behalf of the Assignor to Assignee during the term of the Assignor's employment or other engagement with Assignee and either (i) while engaged in and/or performing any work or services for Assignee, (ii) with the use of facilities, equipment, or materials of Assignee, and/or (iii) which relate to any matter or thing including, without limitation, products, services, processes, methods of manufacture, business methods, development or research work, which may be connected in any way with the Assignee's business or Assignor's work or performance of services for Assignee (the "**Work Product**"); provided, however, that this Section 1(f) shall not apply to (i) any Work Product that is not assignable as a matter of law by state, federal, or foreign law, or (ii) methods, ideas, concepts, research, proposals or abstract plans that do not relate to products which are either (A) sold by Assignor, whether currently or in the past, or (B) under development by Assignor.

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

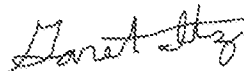
2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the state of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the state of Delaware or of any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

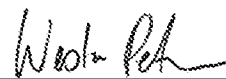


Gareth Itz

Address for Notices:
10120 Canyon Dr.
Woodland Park, CO 80863

AGREED TO AND ACCEPTED:

MAGNETOSPEED, LLC

By: 

Weston Petersen, Secretary

Address for Notices:
8801 Tara Lane
Austin, TX 78737

Schedule 1

Assigned Patents and Patent Applications

Title	App No.	App Date	Reg. No	Reg Date	Jurisdiction	Owner	Status
Apparatus for Correcting Trajectories of Projectiles Launched from Firearms	14/192,406	2/27/2014	9574843	2/21/2017	United States	Magnetospeed LLC (Tex)	Active
Apparatus for Measuring Velocities of Projectiles Launched from Firearms	13/608,996	9/10/2012	9709593	7/18/2017	United States	Magnetospeed LLC (Tex)	Active
Magnetic, Muzzle-Mounted Chronograph for Conductive Projectiles	61/626,486	9/28/2011			United States	Alex Sitzman/Garet Itz/Joaquin Campos/Weston Petersen	Expired
Apparatus for Measuring Velocities of Projectiles Launched from Firearms	15/629,443	6/21/2017	10712358	7/14/2020	United States	Magnetospeed LLC (Tex)	Active
Unknown Title	16/906,740	6/19/2020			United States	Magnetospeed LLC (Tex)	Pending
Modular Cartridge Storage System for Firearm	15/898,397	2/16/2018	10041761	8/7/2018	United States	Magnetospeed LLC (Tex)	Active
Modular Cartridge Storage System for Firearm	15/236,941	8/15/2016	9927208	3/27/2018	United States	Magnetospeed LLC (Tex)	Active
Magazine Storage System for use with Firearms and Method of Use	62/204,642	8/13/2015			United States	Magnetospeed LLC (Tex)	Expired
Apparatus and Method for Indicating whether a Target has been Impacted by a Projectile	15/872,237	1/16/2018			United States	Magnetospeed LLC (Tex)	Pending
Apparatus and Method for Indicating whether a Target has been Impacted by a Projectile	62/446,122	1/13/2017			United States	Alex Sitzman/Weston Peterson/Garet Itz	Expired
Apparatus and Method for Indicating whether a Target has been Impacted by a Projectile	16/787,413	2/11/2020			United States	Magnetospeed LLC (Tex)	Pending

Schedule 2
Assigned Copyrights

Registered Copyrights:

None

Unregistered Copyrights:

1. Website at Magnetospeed.com and all images, videos, content, text, appearing thereon.
2. Facebook account and associated content
3. Instagram account and associated content
4. YouTube account and associated content
5. Magnetospeed XFR software application
6. T1000 Tuner software application
7. Firmware for products
8. Packaging
9. Advertising and promotional materials
10. Brochures, catalogs, marketing literature

Schedule 3

Assigned Trade Secrets

1. Manufacturing and validation processes for all MagnetoSpeed products sold as part of the Business as defined in the APA.
2. Customer lists.
3. Technology and know-how for measuring bullet velocity with a muzzle mounted chronograph.
4. All aspects of the design of MagnetoSpeed chronographs currently and formerly in production as well as in development, including, but not limited to, the V3, V4, Sporter, Vector and "MVD".
5. All aspects of the design of MagnetoSpeed Target Hit Indicators currently and formerly in production as well as in development, including, but not limited to, the T1000, T25 and T250.
6. All aspects of the design of MagnetoSpeed barrel cooling accessories currently and formerly in production as well as in development, including, but not limited to, RifleKühl 1 and RifleKühl 2.
7. All source code, documentation, code design outlines, underlying software applications, firmware, website code, and any other custom code or applications employed in the Business. Assignor does not purport to own or to assign any off-the-shelf or open source software used in connection with the Business.