

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6542015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MAGNETOSPEED, LLC	12/04/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NIELSEN-KELLERMAN, CO.
<b>Street Address:</b>	21 CREEK CIRCLE
<b>City:</b>	BOOTHWYN
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19061
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9574843
Patent Number:	9709593
Patent Number:	10712358
Application Number:	16906740
Application Number:	15872237
Application Number:	16787413
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	305-397-0845
<b>Email:</b>	mlima@cozen.com
<b>Correspondent Name:</b>	COZEN O'CONNOR
<b>Address Line 1:</b>	SOUTH BISCAYNE BLVD, SUITE 3000
<b>Address Line 2:</b>	200 SOUTH BISCAYNE BLVD, SUITE 3000
<b>Address Line 4:</b>	MIAMI, FLORIDA 33131
<b>NAME OF SUBMITTER:</b>	VICTOR CASTELLUCCI
<b>SIGNATURE:</b>	/Victor Castellucci/
<b>DATE SIGNED:</b>	02/09/2021
<b>Total Attachments: 8</b>	

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# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

## MagnetoSpeed LLC to Nielsen-Kellerman Co.

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 4, 2020, is made by MagnetoSpeed, LLC, a Texas limited liability company having a place of business at 8801 Tara Lane, Austin, TX 78737 ("**Assignor**"), in favor of Nielsen-Kellerman, Co., a Delaware corporation having a place of business at 21 Creek Circle, Boothwyn, Pennsylvania 19061 ("**Assignee**"), the "Purchaser" of certain assets of Assignor pursuant to an Asset Purchase Agreement between Assignor and Assignee dated as of December 4, 2020 (the "**APA**").

WHEREAS, under the terms of the APA, Assignor has conveyed, transferred, and assigned 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 the compensation set forth in the APA, and for other 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 trademarks, service marks, trade names, trade dress, logos, and slogans set forth on Schedule 2 hereto, and all other devices used to identify any product, service, business, or company, whether registered or unregistered or at common law, including all foreign and domestic applications, registrations, and renewals in connection therewith, and all goodwill associated with any of the foregoing (the "**Trademarks**");

(c) the Internet domain names, other Internet addresses, user names, and accounts, including social networking and social media accounts and handles, pages, and online identities (and all goodwill associated with any of the foregoing, if any) set forth on Schedule 3 (the "**Domain Names**");

(d) 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 4, 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**");

(e) all intellectual property and ownership rights associated with the technologies and methodologies identified on Schedule 5, including any and all know-how, trade secrets, source code, object code, other Software (as defined in the APA), 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 (as defined in the APA), 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 Business (as defined in the APA), together with all pertinent information and data associated with same, that are not identified as Patents, Trademarks, or Copyrights, and which are necessary for conduct of the Business (the “**Trade Secrets**”);

(f) 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;

(g) 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

(h) 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. Terms of the APA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

4. 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.

5. 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.

6. 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.

MAGNETOSPEED, LLC

By: Weston Petersen  
Weston Petersen, Secretary

Address for Notices:  
8801 Tara Lane  
Austin, TX 78737

AGREED TO AND ACCEPTED:

NIELSEN-KELLERMAN CO.

By: Alix James  
Alix James, President & CEO

Address for Notices:  
21 Creek Circle  
Boothwyn, Pennsylvania 19061

**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	Magnetspeed LLC (Tex)	Active
Apparatus for Measuring Velocities of Projectiles Launched from Firearms	13/608,996	9/10/2012	9709593	7/18/2017	United States	Magnetspeed 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	Magnetspeed LLC (Tex)	Active
Unknown Title	16/906,740	6/19/2020			United States	Magnetspeed LLC (Tex)	Pending
Apparatus and Method for Indicating whether a Target has been Impacted by a Projectile	15/872,237	1/16/2018			United States	Magnetspeed 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	Magnetspeed LLC (Tex)	Pending

## Schedule 2

### Assigned Trademarks

#### Registered Trademarks/Trademark Applications

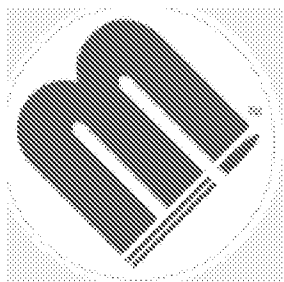
Mark	App No.	App Date	Reg. No	Reg Date	Jurisdiction	Owner	Status
M	86/399,195	9/18/2014	4738573	5/19/2015	United States	MagnetoSpeed LLC (Tex)	Active
MAGNETOSPEED	86/399,072	9/18/2014	4742875	3/10/2015	United States	MagnetoSpeed LLC (Tex)	Active
TOOLS FOR THE MODERN MARKSMAN	87/822,571	3/6/2018	5580340	7/24/2018	United States	Magnetospeed, LLC	Active

#### Material Unregistered Trademarks

- V1
- V2
- V3
- SPORTER
- STRAP ON. PLUG IN. SHOOT!
- T1000
- T250
- RIFLEKUHLE
- FLEXPRISM

 **MagnetoSpeed**<sup>™</sup>

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(and variations)

### **Schedule 3**

#### **Assigned Domain Names and Social Media Assets**

##### **Registered Domain Names**

- MAGNETOSPEED.COM

##### **Social Media Accounts**

- Facebook: Facebook.com/Magnetospeed
- Instagram: Instagram.com/magnetospeed\_llc
- YouTube: youtube.com/user/magnetospeedvids



**Schedule 4**  
**Assigned Copyrights**

**Registered Copyrights:**

None

**Unregistered Copyrights:**

- Website at Magnetospeed.com and all images, videos, content, text, appearing thereon.
- Facebook account and associated content
- Instagram account and associated content
- YouTube account and associated content
- Magnetospeed XFR software application
- T1000 Tuner software application
- Firmware for products
- Packaging
- Advertising and promotional materials
- Brochures, catalogs, marketing literature

**Schedule 5**  
**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.