

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7097188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN D. SHAPIRO	08/20/2021
RECEIVING PARTY DATA	
Name:	BATTLEARMS IP, LLC
Street Address:	451 E. SUNSET ROAD
City:	HENDERSON
State/Country:	NEVADA
Postal Code:	89011
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10274276
Patent Number:	10488132
Patent Number:	10921079
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:	757-550-3904
Email:	peter@shaddock-law.com
Correspondent Name:	PETER A. SHADDOCK II
Address Line 1:	1403 GREENBRIER PARKWAY, SUITE 150-B9
Address Line 4:	CHESAPEAKE, VIRGINIA 23320
ATTORNEY DOCKET NUMBER:	0100-087-U1
NAME OF SUBMITTER:	PETER A. SHADDOCK II - REG. NO. 44331
SIGNATURE:	/Peter A. Shaddock II/
DATE SIGNED:	12/29/2021
Total Attachments: 13	
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ASSIGNMENT

WHEREAS, THE BANKRUPTCY ESTATE OF FULL CONCEAL, INC., arising from Nevada Chapter 7 bankruptcy case no. 20-15116-NMC, by and through its trustee Brian D. Shapiro ("Trustee") (collectively, "THE BANKRUPTCY ESTATE") is the owner of the entire right, title, and interest in and to the invention(s) relating to certain new and useful improvements as set forth in the following patent(s) (hereinafter called "PATENT PROPERTIES").

TITLE	APPLICATION SERIAL NO.	DATE FILED	PATENT NO.	ISSUE DATE
Folding Pistol	18043499	24-Jul-2018	10274275	30-Apr-2019
Folding Pistol	16439649	12-Jun-2019	10488132	26-Nov-2019
Magazine Retention Device with Integrated Aiming System	16745399	17-Jan-2020	10921079	16-Feb-2021

WHEREAS, pursuant to the ORDER GRANTING TRUSTEE'S MOTION TO SELL PROPERTY AT PRIVATE SALE OR TO OVERBIDDER AT THE TIME OF THE HEARING ON THIS MOTION, AND RELATED RELIEF and the associated Purchase Agreement entered June 25, 2021, THE BANKRUPTCY ESTATE wishes to assign THE BANKRUPTCY ESTATE's entire right, title, and interest in and to the PATENT PROPERTIES to BATTLEARMS IP LLC (A SERIES OF BATTLEARMS LLC, ESTABLISHED PURSUANT TO NRS 86.296), a Nevada LLC, having a place of business at 451 E Sunset Road, Henderson, NV 89011 (hereinafter "BATTLEARMS");

NOW, THEREFORE, in consideration of the mutual promises and agreements between THE BANKRUPTCY ESTATE and BATTLEARMS and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE BANKRUPTCY ESTATE has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, unto BATTLEARMS, its successors, assigns, and legal representatives, without reservations, the entire, full, and exclusive right, title, and interest in and to the above-identified PATENT PROPERTIES and to any and all inventions and/or discoveries described in PATENT PROPERTIES; every priority right that is or may be predicated upon, or arise from the PATENT PROPERTIES; the right to file applications on the PATENT PROPERTIES in the United States, its territorial possessions, and all foreign countries, and the entire right, title, and interest in and to any and all applications for Letters Patent or Patents that may be filed therefor in the United States of America, its territorial possessions, and all foreign countries, and in and to any and all applications for patent or similar rights based on or claiming priority to said applications, said applications including any and all provisional, non-provisional, divisional, continuation, continuation-in-part, confirmation, substitute and reissue application(s), including any application(s) filed in any country based thereon, and including the right to file foreign applications under the provisions of any convention, union, agreement, act, or treaty, including all future conventions, unions, agreements,

acts, and treaties; and in all grants, such as Letters Patent, certificates, utility models, confirmations, extensions, reissues and reexamination certificates that may be granted therefor and thereon in United States of America, its territorial possessions, and all foreign countries on the PATENT PROPERTIES, the same to be held and enjoyed by BATTLEARMS, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by THE BANKRUPCY ESTATE had this assignment not been made, together with all claims for damages by reason of past, present, or future infringement of any of the inventions, patents, and/or patent applications with the right to sue for and collect the same for its own use and for the use of its successors, legal representatives, and assigns;

Agree that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of BATTLEARMS, its successors, assigns, or legal representatives, the undersigned will execute all rightful oaths, assignments, powers of attorney, and other papers, testify in any legal or quasi legal proceedings; communicate to BATTLEARMS, its successors, assigns or legal representatives all facts known to the undersigned relating to the PATENT PROPERTIES and the history thereof; and generally do everything possible that BATTLEARMS, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining, and/or enforcing proper patent protection for any of the PATENT PROPERTIES and for vesting title to the PATENT PROPERTIES in BATTLEARMS, its successors, assigns, or legal representatives;

Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Letters Patents to BATTLEARMS, as assignee of the entire right, title, and interest therein or otherwise as BATTLEARMS may direct;

Covenant with BATTLEARMS, its successors, assigns, or legal representatives and warrant that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same without encumbrance as herein expressed is possessed by the undersigned.

Bind THE BANKRUPCY ESTATE's successors, assigns, or legal representatives, to do, upon BATTLEARMS' request and at BATTLEARMS' expense, promptly and without additional consideration to me or them, all acts reasonably serving to assure that the PATENT PROPERTIES, and any Letters Patent or Patents of the United States of America, its territorial possessions, and all foreign countries that may be granted therefor and thereon, shall be held and enjoyed by BATTLEARMS as fully and entirely as the same could have been held and enjoyed by THE BANKRUPCY ESTATE, its successors, assigns, or legal representatives if this Assignment had not been made and particularly to execute and deliver to BATTLEARMS all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by BATTLEARMS; and to communicate to BATTLEARMS all facts known to THE BANKRUPCY ESTATE relating to the PATENT PROPERTIES or the history thereof, and to testify as to the same in any court or proceeding; and to promptly furnish BATTLEARMS any and all documents, photographs, models, samples, and other physical exhibits in THE BANKRUPCY ESTATE's control or in the control of its successors, assigns, or


legal representatives, which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said invention.

This Assignment is effective as of June 25, 2021.

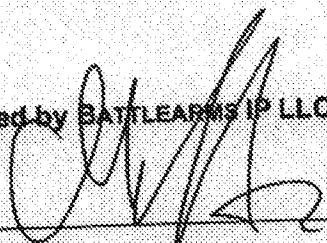
This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

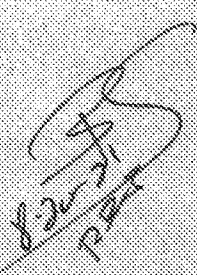
IN TESTIMONY WHEREOF, the respective parties have executed this Assignment by and through their authorized representatives.

**THE BANKRUPTCY ESTATE OF FULL CONCEAL, INC., ARISING FROM NEVADA CHAPTER 7
BANKRUPTCY CASE NO. 20-15116-NMC:**

Signature:  (SEAL)
Name: Brian D. Shapiro
Title: Trustee in Bankruptcy
Address: 510 S. 8th Street
Las Vegas, NV 89101
Date: 8-20-2021

Assignment Accepted by BATTLEARMS IP LLC:

Signature:  (SEAL)
Name: George Huang
Title: Manager
Date: 8/20/2021


8/20/21
P.H.

Natalie M. Cox

Honorable Natalie M. Cox
United States Bankruptcy Judge



Entered on Docket
June 25, 2021

BRIAN D. SHAPIRO
Trustee in Bankruptcy
510 S. 8th Street
Las Vegas, NV 89101
(702) 386-8600 Fax (702) 383-0994
trustee@trusteeshapiro.com

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In Re:

FULL CONCEAL, INC.

Debtor(s).

Case No. 20-15116-NMC
Chapter 7

**ORDER GRANTING TRUSTEE'S
MOTION TO SELL
PROPERTY AT PRIVATE SALE OR
TO OVERBIDDER AT THE TIME OF
THE HEARING ON THIS MOTION,
AND RELATED RELIEF**

Hearing Date: 6-24-2021
Hearing Time: 10:00 A.M.

Brian D. Shapiro, in his capacity as the chapter 7 ("Trustee") of the bankruptcy estate of Full Conceal, Inc. ("Debtor"), filed **TRUSTEE'S MOTION TO SELL PROPERTY AT PRIVATE SALE OR TO OVERBIDDER AT THE TIME OF THE HEARING ON THIS MOTION, AND RELATED RELIEF ("Motion")**¹. The Motion was heard on the above

¹ Unless otherwise indicated, all capitalized terms herein shall have the same meanings as set forth in the Motion.

1 referenced date and time before the Honorable Natalie M. Cox. The Court having reviewed
2 and considered the Motion and any papers or evidence filed in support; no oppositions to
3 the Motion having been filed; and all appearances having been noted on the record; the Court
4 having made its findings of fact and conclusions of law on the record at the hearing, which are
5 incorporated herein pursuant to Fed. R. Civ. P. 52, as made applicable pursuant to Fed. R. Bankr.
6 P. 7052 and 9014; and good cause appearing,
7

8 **IT IS HEREBY ORDERED**

9 1. The Motion is GRANTED.

10 2. Except as stated herein, the purchase agreement, a copy of which is attached hereto
11 and incorporated within as Exhibit 1 ("Purchase Agreement"), is approved.

12 a. Based upon the Auction which took place in Court, Battle Arms Development, Inc.
13 is deemed to be and substituted into the Purchase Agreement as the Buyer.
14

15 b. Based upon the Auction which took place in Court, \$170,000.00 (USD) is deemed
16 to be and substituted into the Purchase Agreement as the Purchase Price.
17

18 c. All other terms of the Purchase Agreement shall be binding upon the Bankruptcy
19 Estate and the Buyer.

20 3. Pete O'Heeron ("O'Heeron") is hereby designated as the back-up buyer and if Battle
21 Arms Development, Inc. defaults under the terms of the Purchase Agreement by failing
22 to complete the sale, then the Bankruptcy Estate is authorized to sell such Assets
23 described in the Purchase Agreement to O'Heeron in the amount of \$160,000.00
24 (USD). In such event, O'Heeron shall be deemed to be and substituted into the
25 Purchase Agreement as the Buyer and \$160,000.00 (USD) shall be deemed to be and
26 substituted into the Purchase Agreement as to the Purchase Price.
27
28

- 1 4. The Trustee is authorized to execute any documents reasonably necessary to effectuate
2 the sale of the Assets to the Buyer.
- 3 5. The sale is deemed to have been made in good faith, and the Court hereby affords the
4 Buyer the protections of Section 363(m).
- 5 6. The Court hereby waives the 14-day stay under of FRBP 6004(h) and authorizes the
6 sale to be immediately consummated.
- 7 7. As stated within the Motion and as part of an oral motion made at the time of the
8 hearing, the Trustee is authorized to release any escrowed funds and transfer such funds
9 by wire to the unsuccessful bidders. This portion of the order was deemed enforceable
10 without the necessity of entry of the order.
11

12 **IT IS SO ORDERED.**

13
14
15 Submitted by:

16
17 /s/ Brian D. Shapiro, Trustee

18 **BRIAN D. SHAPIRO**

19 Trustee in Bankruptcy

20 510 S. 8th Street

21 Las Vegas, NV 89101

22 (702) 386-8600 Fax (702) 383-0994

23 trustee@trusteeshapiro.com
24
25
26
27
28

LR 9021 CERTIFICATION

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

The court has waived the requirement of approval under LR 9021(b)(1).

No party appeared at the hearing or filed an objection to the motion.

I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated above.

I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This purchase and sale agreement ("Agreement"), is made by and between seller THE BANKRUPTCY ESTATE OF FULL CONCEAL, INC. arising from Nevada chapter 7 bankruptcy case no. 20-15116-NMC (the "Bankruptcy Estate"), by and through its trustee Brian D. Shapiro ("Trustee") (collectively, "SELLER"), and buyer Liberty Financial USA, a Delaware limited liability company ("BUYER"). Together, BUYER and SELLER may be referred to hereafter individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, pursuant to 11 U.S.C. § 541, SELLER is a bankruptcy estate comprised of all legal and equitable interests of debtor FULL CONCEAL, INC ("Debtor"); and

WHEREAS, SELLER wishes to sell and assign its interest in intangible assets consisting of a variety of patents and guns owned by the Debtor; and

WHEREAS, the guns have been inventoried by the Parties and are in possession of Class 3 Licensed Firearm Dealer; and

WHEREAS, this Agreement contemplates the sale of these assets to BUYER; and

NOW, THEREFORE, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I. SALE AND PURCHASE

Section 1.01 Bankruptcy Court Approval Required. The Parties acknowledge that this Agreement, inclusive of the sale contemplated herein, is contingent upon Bankruptcy Court approval. The Trustee shall prepare and file a motion to obtain such approval (the "Sale Motion"). All Parties hereto agree not to directly or indirectly oppose the Sale Motion. If the Bankruptcy Court does not substantially approve this Agreement, then this Agreement, and all of the obligations and releases contained herein, shall be null and void.

Section 1.02 Property to be Sold. Subject to the terms and conditions herein set forth, SELLER shall sell and assign to BUYER the following assets (the "Assets"):

- Patent No. US 10,274,276 generally described as "Folding Pistol"
- Patent No. US 10,488,132 generally described as "Safety Trigger"
- Patent Pending - Application Serial No. 16/745,399 generally described as "Magazine Retention Device with Integrated Aiming System"
- Full Conceal (FC Arms) M3D (based on Glock Gen 4) 9mm BHTC283
- Full Conceal (FC Arms) M3D (based on Glock Gen 4) 9mm BHSP365
- Full Conceal (FC Arms) M3D (based on Glock Gen 4) 9mm BKVF920
- Full Conceal (FC Arms) M3D (based on Glock Gen 4) 9mm BHAC603

- Full Conceal (FC Arms) M3D (based on Glock Gen 4) 9mm BLTN701
- Full Conceal (FC Arms) M3D (based on Glock Gen 4) 9mm BKVG228
- Full Conceal (FC Arms) M3D (based on Glock Gen 4) 9mm BHAC517
- Full Conceal (FC Arms) M3S (based on Glock 43) 9mm BHXX849
- Full Conceal (FC Arms) M3S (based on Glock 43) 9mm ADDW689
- Full Conceal (FC Arms) M3S (based on Glock 43) 9mm ADGA005
- Full Conceal (FC Arms) M3S (based on Glock 43) 9mm ADFY020
- Full Conceal (FC Arms) M3D-S69mm AG1FCB0001
- Full Conceal (FC Arms) M3D-S69mm AG1FCB0002
- Full Conceal (FC Arms) M3D-S69mm AG1FCB0003
- Full Conceal (FC Arms) M3D-S69mm AG1FCB0004
- Full Conceal (FC Arms) M3D-S69mm AG1FCB0005

Section 1.03 Purchase Price. BUYER agrees to pay to SELLER the purchase price of \$75,000.00 (USD) (the "Purchase Price") for the Assets.

Section 1.04 Remittance of Purchase Price. The Purchase Price shall be remitted to the Trustee in good funds upon execution of this document by SELLER, and in any case no later than two business days prior to the Sale Hearing. Remittance shall be made via check or wire transfer. If by check, payment shall be made to "Brian D. Shapiro, Trustee" and delivered to his office at 510 8th Street, Las Vegas NV 89101. The Trustee shall hold the Purchase Price funds in trust pending Court approval of this Agreement and the sale.

Section 1.05 Private Sale. The sale contemplated herein (the "Sale") is a private sale between the SELLER and the BUYER, not a public auction.

However, if any party-in-interest opposes the Sale based on price or otherwise seeks to overbid (an "Objecting Party"), then the Trustee shall entertain an overbid, but only from that party and on the following conditions: (i) the Objecting Party pre-qualifies by depositing \$100,000 in good funds with the Trustee at least one business day prior to the Sale Hearing; (ii) the Objecting Party can place an overbid at the Sale Hearing in the minimum amount of \$25,000.00; (iii) overbids will increase in \$2,000.00 increments thereafter; and (iv) the Objecting Party understands and agrees with all terms of Section 1.06 below. The winning bidder must pay the remaining portion of the winning bid within twenty (20) business days.

BUYER agrees that the Trustee has a duty to maximize the value of Bankruptcy Estate assets. No liability of SELLER to BUYER shall accrue if a third party objects on price and is a successful overbidder. BUYER acknowledges that the Court can, *sua sponte*, call for overbids on terms different than above.

As-Is Condition: Due Diligence Waived. BUYER agrees to take the Assets in an "as-is, where-is" condition. Except as providing title to the Assets and the Assignment of the Assets to the BUYER, SELLER makes no representations or warranties to BUYER whatsoever, express or implied, regarding the Assets, including but not limited to merchantability, the condition, value, usability, or nature of the Assets.

BUYER has had an opportunity to perform due diligence on the Assets prior to execution of this Agreement, and agrees that its due diligence has been so performed.

Section 1.06 **Consummation.** Upon Bankruptcy Court approval of this Agreement, title to the Assets shall pass to BUYER. If so requested by BUYER, SELLER agrees to execute a bill of sale for the Assets and any assignments of the Assets to the SELLER.

Section 1.07 **Sale/assignment by BUYER after Consummation.** At any time after consummation of the Sale, BUYER may freely sell or assign any of the Assets to any person or entity, without notice to or approval from the SELLER or the Bankruptcy Court.

ARTICLE II. GENERAL PROVISIONS

Section 2.01 **Limitation of Liability.** Neither Party will be liable to the other for losses or damages (including special or consequential damages such as lost profits or loss of use) arising from any cause of action related to this Agreement, whether in contract, tort, or otherwise.

Section 2.02 **Assignment and Succession.** This Agreement is binding on and enforceable by each Party's successors and assignees.

Section 2.03 **Governing Law.** Any disputes between the Parties relating to or arising from this Agreement, of any kind or nature, shall be determined in the Bankruptcy Court, District of Nevada, and the parties do consent to personal jurisdiction of such court.

Section 2.04 **Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable. BUYER understands and agrees that this Agreement may be approved by the Court even if BUYER is overbid.

Section 2.05 **Full Integration.** The Parties actively negotiated the terms of this Agreement. This Agreement sets forth the entire agreement of the Parties as to the Assets and the Sale. It replaces and supersedes any and all oral agreements or statements made between the Parties relating to the Assets and the Sale, as well as any prior writings. There are no side agreements or other agreements or contracts, oral or otherwise, between the Parties relating to the Assets or the Sale. BUYER has relied solely on its own investigation and not on any oral or written information provided by SELLER or its agents. Neither Party have relied upon any statements other than those specifically contained in this Agreement.

Section 2.06 **Authority.** The signatory below for each Party has the authority to bind that Party. Both Parties have had the full opportunity to have their own legal counsel review the terms and

conditions of this Agreement.

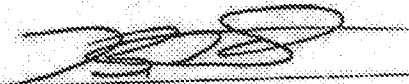
Section 2.07 Modification. This Agreement may be modified only by a writing signed by all Parties. After Bankruptcy Court approval of this Agreement, it cannot be modified without Bankruptcy Court approval of such modification.

Section 2.08 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same document. Delivery by facsimile or email of an executed counterpart shall have the same force and effect as a delivery in person of that document.


* * * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their authorized representatives.

SELLER: THE BANKRUPTCY ESTATE OF FULL CONCEAL, INC. arising from Nevada chapter 7 bankruptcy case no. 20-15116-NMC

By:  4-29-2021
Brian D. Shapiro, Trustee Date

BUYER: LIBERTY FINANCIAL, USA, a Delaware Limited Liability Company

Signature: 

Printed Name: Brian Roche, Authorized Signor

Title: Manager

Date: 04/29/2021

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