

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7117203

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARIZONA REPUBLIC, LLC	11/12/2021
RECEIVING PARTY DATA		
Name:	ARMORED REPUBLIC HOLDINGS, LLC	
Street Address:	12221 N. 74TH STREET	
City:	SCOTTSDALE	
State/Country:	ARIZONA	
Postal Code:	85260	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	9874425
	Patent Number:	9021612
CORRESPONDENCE DATA		
Fax Number:	(480)907-3003	
<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:	4803276650	
Email:	trademark@weissbrown.com	
Correspondent Name:	REBECCA WEISENBERG	
Address Line 1:	6263 N. SCOTTSDALE RD. STE. 340	
Address Line 4:	SCOTTSDALE, ARIZONA 85250	
ATTORNEY DOCKET NUMBER:	2804.0001	
NAME OF SUBMITTER:	REBECCA WEISENBERG	
SIGNATURE:	/Rebecca Weisenberg/	
DATE SIGNED:	01/12/2022	
Total Attachments: 9		
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”) is entered into as of November 12, 2021 by and among, **Armored Republic Holdings, LLC** an Arizona limited liability company (“Assignee”), and **Armored Republic, LLC**, an Arizona limited liability company (“Assignor”) on the other. Assignor and Assignee have entered into that certain Purchase Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Purchase Agreement”). Defined terms used in this Assignment and not otherwise defined herein shall have the same meaning as ascribed to such terms in the Purchase Agreement.

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Internet domain names and social media accounts, handles and Business (as defined in the Purchase Agreement) pages identified in Schedule A attached hereto (the “Scheduled Domain Names”);

WHEREAS, Assignee is desirous of having transferred to it the Scheduled Domain Names;

WHEREAS, Assignor is the owner of all ads and data related to the Business, including, but not limited to, all ads and related audience and ad data, whether held in the Scheduled Domain Names or O’Neal’s (as defined in the Purchase Agreement) personal social media accounts, (collectively, the “Data”)

WHEREAS, Assignor is the owner of the copyrights in the contents of the website(s) appearing at the Scheduled Domain Names or, to the extent related to the Business, the copyrights in the contents of O’Neal’s personal social media accounts (the “Scheduled Works”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain works of authorship and copyrights owned by Assignor and associated or used in connection with the Business including, but not limited to, the Scheduled Works, as successor to the Business to which such works of authorship and copyrights pertain;

WHEREAS, Assignor is the owner of the trademarks and trade names set forth in Schedule B attached hereto (collectively, the “Scheduled Trademarks”);

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Scheduled Trademarks, as successor to the Business to which such marks pertain;

WHEREAS, Assignor is the owner of the patents set forth in Schedule C attached hereto (collectively, the “Scheduled Patents”);

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the certain patents, patent applications, and other inventions (whether or not patentable) owned by Assignor including, but not limited to, the Scheduled Patents as successor to the Business to which such pertain;

WHEREAS, pursuant to the Purchase Agreement, among other things, Assignor agreed to sell, and Assignee agreed to purchase, certain assets of Assignor, as described therein;

WHEREAS, it is a condition to the Closing of the Purchase Agreement that Assignor enter into this Assignment to transfer to Assignee the Intellectual Property (as defined in the Purchase Agreement) of the Business; and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title, and interest in and to the Intellectual Property of the Business.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, warranties, covenants, and agreements set forth in this Assignment, the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement which Assignee has paid in accordance with the Purchase Agreement, and which payment Assignor admits and acknowledges has been made by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Transfer and Assignment of Rights in Domain Names. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest of Assignor in and to the Scheduled Domain Names; and

b. The right of Assignor to sue and collect damages and/or profits for both past and present causes of action related to the Scheduled Domain Names.

2. Assignment of Data and Data Transfer. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor all right, title, and interest of Assignor in, to, and under the Data. Assignor shall transfer the Data to the Business social media account as directed by Assignee and deliver an electronic copy of the Data to Assignee on the Closing Date.

3. Assignment of Copyright. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest of Assignor in and to the Scheduled Works together with all copyrights, copyright applications, and registrations therefor including, but not limited to, the copyrights in the Scheduled Works, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, and all other works of authorship created solely by, exclusively for, or otherwise acquired solely by, the Business that are related to the Scheduled Works; and

b. The right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Works.

4. Assignment of Trademarks. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title, and interest of Assignor in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as any trademark and service mark applications and registrations therefor, and the Business to which such Scheduled Trademarks pertain, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries;

b. The right of Assignor to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks.

5. Assignment of Inventions. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:

a. All right, title and interest of Assignor in and to the Scheduled Patents together with (i) the right to make, use, offer for sale and sell the inventions disclosed therein and the know-how and trade secrets included in the Scheduled Patents, (ii) all continuations, divisions, and renewals of and substitutes for the Scheduled Patents, and in, to, and under any and all additional patents, registrations, or other rights which may be granted thereon or as a result thereof in the United States and any and all other countries, (iii) any reissue or reissues or extension or extensions of said patents, including but not limited to all patents, patent applications, and registrations therefor, (iv) the right to claim priority thereto under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose; and (v) all inventions, discoveries, know-how, and improvements (whether patentable or not) related to the Scheduled Patents;

b. The right of Assignor to apply for patents and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Patents.

6. Communication of Facts. Assignor, for itself and its successors and assigns, does hereby covenant that Assignor will communicate to Assignee, or to its successors, assigns, or nominees, without further compensation to Assignor, all known facts respecting the Intellectual Property Rights (as defined in the Purchase Agreement) of the Business, testify in any legal proceedings, execute and deliver such further instruments or documents, make all rightful oaths, and generally do everything reasonably possible to aid Assignee, its successors and assigns or nominees for its or their own benefit, as may be necessary or may be reasonably requested fully and effectively to convey and transfer to and vest in Assignee, its successors and assigns or nominees, all right, title, and interest in and to the Intellectual Property Rights of the Business and to obtain and enforce proper protection for the Intellectual Property Rights of the Business in any and all countries.

7. Further Assistance. Assignor shall execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such other action to register, evidence, perfect, and/or exercise the rights conveyed hereunder, as may be reasonably

requested by Assignee. With respect to the Scheduled Domain Names, Assignor shall take all steps necessary to effect the changes in name of registrant by the name change provisions of the applicable domain name registrar and to transfer the applicable domain name registrar account(s) to Assignee.

8. Binding Effect. All the terms, covenants, and conditions in this Assignment shall be binding upon Assignor and its successors and assigns and all others acting by, through, with or under their direction, and all those in privity therewith, and shall inure to the benefit of Assignee and its successors and assigns or nominees.

9. No Conflicts. Assignor, for itself and its successors and assigns, hereby covenants that Assignor has not executed and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein. The terms of the Purchase Agreement are incorporated herein by reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

10. Governing Law. This Assignment shall be deemed to have been made in the State of Arizona. The internal law, not the law of conflicts, of the State of Arizona shall govern all questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment, with venue for disputes relating to this Assignment being the venue for disputes described in the Purchase Agreement.


11. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature page of this Assignment executed and transmitted via facsimile or other electronic means shall be deemed an original for all purposes. This Assignment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws shall be binding on each party as if it were physically executed by hand.

[Signature page follows]

In witness whereof, the undersigned have signed this Assignment as of the date provided above.

ASSIGNOR:

ARMORED REPUBLIC, LLC

By: 
Name: Tyler O'Neal
Title: Manager

ASSIGNEE:

ARMORED REPUBLIC HOLDINGS, LLC

By: Republic Defense, Inc.
Title: Member

By: _____
Name: David Reece
Its: President

In witness whereof, the undersigned have signed this Assignment as of the date provided above.

ASSIGNOR:

ARMORED REPUBLIC, LLC

By: _____
Name: Tyler O'Neal
Title: Manager

ASSIGNEE:

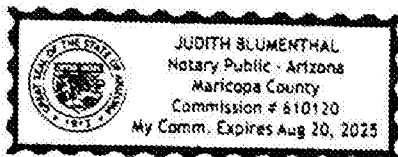
ARMORED REPUBLIC HOLDINGS, LLC

By: Republic Defense, Inc.
Title: Member

By:  _____
Name: David Reece
Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 12th day of NOVEMBER, 2021, before me personally appeared Tyler O'Neal, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Armored Republic, LLC, and who being duly sworn by me did depose and say that (i) such person is an authorized officer of Armored Republic, LLC, (ii) such instrument was signed on behalf of Armored Republic, LLC, and (iii) such person acknowledged such instrument to be the free act and deed of Tyler O'Neal.




Notary Public

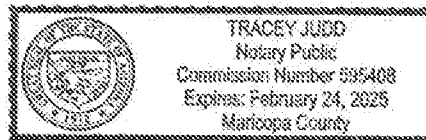
[Notarial Seal]

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 9th day of December, 2021, before me personally appeared David Reece, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Republic Defense, Inc., the Member of Armored Republic Holdings, LLC, and who being duly sworn by me did depose and say that (i) such person is an authorized officer of Republic Defense, Inc., (ii) such instrument was signed on behalf of Republic Defense, Inc., and (iii) such person acknowledged such instrument to be the free act and deed of David Reece.

Tracey Judd
Notary Public

[Notarial Seal]



Trade Name

Trade Name	File ID	Nature of Business	Reg. Date	Jurisdiction	Status
AR500 Armor	9052458	Retail Sales/Manufacturing	3/1/2018	Arizona	Active

{WB716306v7 }