

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
5D TACTICAL LLC	11/19/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	80 PERCENT ARMS INC.
<b>Street Address:</b>	12272 MONARCH STREET
<b>City:</b>	GARDEN GROVE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92841
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17658808
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	80PA.017C2
<b>NAME OF SUBMITTER:</b>	RABINDER N. NARULA
<b>SIGNATURE:</b>	/Rabinder N. Narula/
<b>DATE SIGNED:</b>	09/13/2023
<b>Total Attachments: 4</b>	
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## PATENT ASSIGNMENT

This Patent Assignment (hereinafter, "Patent Assignment") is effective as of November 19, 2018 by and between 5D Tactical, LLC, a Massachusetts limited liability company with an office at 125 Flanders Road, Suite 2, Westborough, Massachusetts 01581, (hereinafter, "ASSIGNOR") and 80 Percent Arms Inc., a California corporation with an office at 12272 Monarch Street, Garden Grove, California 92841 (hereinafter the "ASSIGNEE").

WHEREAS, ASSIGNOR is engaged in the business of designing, developing, manufacturing, tooling, marketing, and selling unfinished firearm components, jigs, and related accessories, including 80% lower receivers and jigs and accessories for working on same (the "80% Lower Receiver Business").

WHEREAS, pursuant to the Confidential Asset Purchase Agreement dated as of November 19, 2018, between ASSIGNOR, Wayne Partington, and Andrew Perry, on the one hand, and Assignee and Tilden Smith on the other hand, (the "Asset Purchase Agreement"), ASSIGNOR has agreed to convey to Assignee all right, title and interest in and to substantially all of the assets of Assignor used or usable in connection with the operation of the 80% Lower Receiver Business, subject to the limitations of and on the terms and conditions set forth in the Asset Purchase Agreement (the "Purchased Assets"). Capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the meanings given them in the Asset Purchase Agreement.

WHEREAS, ASSIGNOR is, to the best of its knowledge and belief, the owner of the new and useful improvements, technology, inventions, developments, ideas, or discoveries included in the Purchased Assets (hereinafter collectively referred to as the "Work"), including the Letters Patents and patent applications relating to the Work set forth below (hereinafter collectively referred to as the "Patents and Patent Applications");

Patent No.	Issue Date	Country
U.S. Patent No. 9,982,958	May 29, 2018	U.S.

Application No.	Filing Date	Country
15/726,351	October 5, 2017	U.S.
62/404,710	October 5, 2016	U.S.
15/979,322	May 14, 2018	U.S.
62/406,892	October 11, 2016	U.S.
15/730,678	October 11, 2016	U.S.
15/809,938	November 10, 2017	U.S.
62/584,719	November 10, 2017	U.S.

WHEREAS, ASSIGNEE desires to acquire all rights, title, and interest in and to the Work, Patents, and Patent Applications worldwide and any other patent rights owned or used by

ASSIGNOR or predecessors in interest world-wide that include or are comprised of the Work;  
and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Work, Patents, and Patent Applications worldwide and any other patent rights owned or used by ASSIGNOR worldwide that include or are comprised of the Work.

NOW, THEREFORE, in consideration of the payment and delivery to ASSIGNOR of the monies and instruments to be paid and delivered to ASSIGNOR by ASSIGNEE pursuant to the terms of the Asset Purchase Agreement, the receipt of which ASSIGNOR acknowledges, ASSIGNOR and ASSIGNEE agree as follows:

1. Assignment.

(a) ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Patents, the Patent Applications, and the Work, including all provisional applications relating thereto, and all non-provisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, successors, legal representatives and assigns, in accordance with the terms of this instrument.

(b) AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents, the Patent Applications, and the Work before or after issuance.

(c) AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Patents, the Patent Applications, and the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Patents, the Patent Applications, and the Work or any improvements made thereto, sign all lawful papers, authorize the filing of and execute and make all rightful oaths and/or declarations in connection with the Patents, the Patent Applications, and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, successors, legal representatives and assigns, to

obtain and enforce proper patent protection for the Patents, the Patent Applications, and the Work in all countries.

2. **Attorney In Fact.** ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, for ASSIGNEE's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights, including but not limited to patents and causes of action or claims more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Patents, the Patent Applications, and the Work that may have accrued in ASSIGNOR's favor from the respective first use or filing date to the effective date of this Patent Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and is irrevocable. At any time, and from time to time hereafter, ASSIGNOR shall, upon ASSIGNEE's written request, execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the assigned rights and causes of action more effectively in ASSIGNEE.

3. **Terms of the Purchase Agreement.** This Patent Assignment is delivered pursuant to the terms of the Asset Purchase Agreement and shall be construed consistently with the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Warranties.** ASSIGNOR makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, regarding the Work, Patents, and Patent Applications and ASSIGNEE agrees that this Patent Assignment is on an "as-is" basis and ASSIGNEE hereby agrees to indemnify and otherwise hold ASSIGNOR harmless for any defects, errors, or omissions with respect to the Work, Patents, and Patent Applications.

5. **Governing Law.** This Patent Assignment shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

6. **Counterparts.** This Patent Assignment may be executed and delivered (including by facsimile or other similar electronic transmission) in multiple counterparts, each of which shall be an original and all of which shall constitute one agreement.

7. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are incorporated by reference herein and made a part of this Patent Assignment.

8. Miscellaneous. This Patent Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permissive successors and assigns. The section headings contained in this Patent Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Patent Assignment. The delivery of the signature page to this Patent Assignment by facsimile or other electronic means shall constitute effective execution and delivery of this Patent Assignment and shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties to this Patent Assignment have duly executed it effective as of the day and year first above written.

**ASSIGNOR:**

5D Tactical, LLC, a Massachusetts limited liability company


By:  \_\_\_\_\_

Name: Wayne Partington

Title: President

**ASSIGNEE:**

80 Percent Arms Inc., a California corporation

By:  \_\_\_\_\_

Name: Tilden Smith

Title: President

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