

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI38271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BlackPoint Tactical, LLC	01/13/2023
RECEIVING PARTY DATA	
Company Name:	BP Tactical, LLC
Street Address:	87 Old Hammocks Road
City:	Swansboro
State/Country:	NORTH CAROLINA
Postal Code:	28584
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29646326
CORRESPONDENCE DATA	
Fax Number:	4048538806
<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:	(404)853-8926
Email:	jeremyspier@eversheds-sutherland.com,patentdocket@eversheds-sutherland.com
Correspondent Name:	Mr. Jeremy D. Spier
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Address Line 2:	999 PEACHTREE STREET, N.E., Suite 2300
Address Line 4:	ATLANTA, GEORGIA 30309-3996
ATTORNEY DOCKET NUMBER:	34085-0007
NAME OF SUBMITTER:	Eva Mukasa
SIGNATURE:	Eva Mukasa
DATE SIGNED:	02/21/2024
Total Attachments: 6	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Patent Assignment") is entered into as of January 13, 2023 (the "Effective Date"), by and among BlackPoint Tactical, LLC, a Georgia limited liability company ("BlackPoint"), Crucial Concealment, LLC, a Georgia limited liability company ("Crucial Concealment," and together with BlackPoint, collectively, the "Assignors," and each an "Assignor"), and BP Tactical, LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee are referred to collectively herein as the "Parties" and individually as a "Party."

A. Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignors and the other parties thereto (the "Purchase Agreement"), and have agreed, pursuant to the Purchase Agreement, to enter into this Patent Assignment.

B. Under the terms of the Purchase Agreement, Assignors have agreed to convey, transfer and assign to Assignee or its designees all right, title and interest in and to all Seller Intellectual Property (as defined in the Purchase Agreement), including certain Patents included therein, and Assignors have agreed to execute and deliver this Patent Assignment for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. Capitalized terms used but not otherwise defined in this Patent Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 2. Assignment. Assignors hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors' rights, title and interests in and to the following (collectively the "Patent Rights"):

- (a) the Patents and Patent applications set forth in Schedule I;
- (b) each Patent that derives priority from any of the Patents described in clause (a) above, including all extensions, renewals, reissues, reexaminations, divisionals, substitutions, provisionals, continuations, continuations-in-part, conversions, prolongations, continued examinations, continued prosecution applications, and domestic and foreign counterparts that derive priority from any of the Patents described in clause (a) above, and each patent issuing on any of the foregoing;
- (c) each Patent that is referenced by a terminal disclaimer filed in connection with any of the Patents identified in clause (a) or clause (b) above (each Patent described in clauses (a) through and including (c), collectively, the "Assigned Patents");
- (d) all subject matter and each invention claimed or disclosed in each of the Assigned Patents and all embodiments of such subject matter and inventions (collectively, the "Inventions");
- (e) all rights to apply in any and all jurisdictions anywhere in the world for patents, certificates of inventions, utility models, or other governmental grants with respect to each Assigned Patent and Invention, including the right to apply for patents pursuant to any convention, treaty, agreement or understanding;

(f) all rights of any kind whatsoever of Assignors 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, 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.

Section 3. Recordation and Further Assurances. Assignors hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, at Assignee's expense, Assignors 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 Patents to Assignee, or any assignee or successor thereto.

Section 4. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Patents. This Patent Assignment shall have no effect on the terms and conditions of the Purchase Agreement or any other documents executed in connection with the Purchase Agreement. In the event of a conflict between the terms of this Patent Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

Section 5. Execution. This Patent Assignment may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which when executed will be deemed an original, but all of which will be considered one and the same agreement, it being understood and agreed that delivery of a signed counterpart signature page to this Patent Assignment by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will constitute valid and sufficient delivery thereof.

Section 6. Severability. If any part or parts of this Patent Assignment shall be held unenforceable for any reason, the remainder of this Patent Assignment shall continue in full force and effect, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Section 7. Binding Effect. This Patent Assignment shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns.

Section 8. Governing Law. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Patent Assignment Agreement as of the date first written above.

ASSIGNORS:

BLACKPOINT TACTICAL, LLC

By: Tyl f
Name: Tyler Johnson
Its: Member/Manager

CRUCIAL CONCEALMENT, LLC

By: Tyl f
Name: Tyler Johnson
Its: Member/Manager

ASSIGNEE:

BP TACTICAL, LLC

By: _____
Name: Michael J. Faremouth
Its: Chairman

IN WITNESS WHEREOF, the Parties have executed and delivered this Patent Assignment Agreement as of the date first written above.

ASSIGNORS:

BLACKPOINT TACTICAL, LLC

By: _____

Name: _____

Its: _____

CRUCIAL CONCEALMENT, LLC

By: _____

Name: _____

Its: _____

ASSIGNEE:

BP TACTICAL, LLC

By:  _____

Name: Michael J. Faremouth

Its: Chairman

Schedule I

Assigned Patents

Country	Application No.	Filing Date	Patent No.	Issue Date	Expiration Date	Status	Title
US	62/580,053	01-Nov-2017	N/A	N/A	01-Nov-2018	Expired	LOCKING DEVICE FOR FIREARM HOLSTER
US	29/646,326	03-May-2018	D902,779	24-Nov-2020	24-Nov-2035	Granted	Belt Clip
US	29/646,327	03-May-2018	D864,788	29-Oct-2019	29-Oct-2034	Granted	Belt Loop
US	62/756,332	06-Nov-2018	N/A	N/A	06-Nov-2019	Expired	ONE-PIECE UTILITY POUCH FOR FIREARM
US	62/750,886	26-Oct-2018	N/A	N/A	26-Oct-2019	Expired	TOOL-LESS ATTACHMENT AND DETACHMENT MECHANISM
US	29/693,232	31-May-2019	D895,962	15-Sep-2020	15-Sep-2035	Granted	FIREARM HOLSTER
US	62/896,848	06-Sep-2019	N/A	N/A	06-Sep-2020	Expired	MAGAZINE RETENTION ASSEMBLY AND ASSOCIATED ACCESSORIES
US	16/675,776	06-Nov-2019	10,842,253	24-Nov-2020	06-Nov-2039	Granted	ONE-PIECE UTILITY POUCH FOR FIREARM
US	62/958,431	08-Jan-2020	N/A	N/A	08-Jan-2021	Expired	SYSTEMS AND METHODS FOR A LOCKING ASSEMBLY OF A HOLSTER
US	16/998,344	20-Aug-2020	11,137,238	05-Oct-2021	20-Aug-2040	Granted	MAGAZINE RETENTION ASSEMBLY AND ASSOCIATED ACCESSORIES
US	18/048,117	20-Oct-2022	N/A	N/A	N/A	Pending	SYSTEMS AND METHODS FOR A MAGNETIC LOCKING ASSEMBLY OF A FIREARM HOLSTER
US	63/257,636	20-Oct-2021	N/A	N/A	20-Oct-2022	Expired	SYSTEMS AND METHODS FOR A MAGNETIC LOCKING ASSEMBLY OF A FIREARM HOLSTER
US	63/285,728	03-Dec-2021	N/A	N/A	03-Dec-2022	Pending	Universal Holster Mount
US	29/829,408	04-Mar-2022	N/A	N/A	N/A	Pending	Holster Clip Guard
US	63/316,694	04-Mar-2022	N/A	N/A	04-Mar-2023	Pending	Holster Clip Guard Systems and Methods

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RECORDED: 02/21/2024

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