

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter, the "Agreement") is entered into as of March 13, 2013 (the "Effective Date") by and between Hornady Manufacturing Company, a Nebraska corporation ("Licensor"), and Central Holding Corporation, a Missouri corporation and DoubleTap Defense, LLC, a Georgia limited liability company, f/k/a Heizer Technologies LLC, a Georgia limited liability company (collectively "Licensee"). Licensor and Licensee may be referred to as a "Party" or, collectively, as the "Parties."

RECITALS

A. Since at least 1997, Licensor has used the TAP mark to identify bullets, ammunition, reloading tools and accessories for various types of firearms, including hand guns and rifles. The United States Patent and Trademark Office ("USPTO") has granted Licensor the following federal registrations for its TAP family of marks: U.S. TM Reg. No. 2,529,278 (TAP), U.S. TM Reg. No. 2,259,161 (TAP CQ), U.S. TM Reg. No. 2,433,696 (TAP URBAN), and U.S. TM Reg. No. 2,433,695 (TAP PRECISION) (each a "TAP Mark" and, collectively, the "TAP Marks"). Licensor also enjoys common law trademark rights in the TAP Marks. Licensor has expended considerable expense and resources in advertising and promoting its goods and services under its registered and non-registered marks and as a result has acquired substantial goodwill and consumer recognition.

B. On December 22, 2010, Central Holding Corporation ("CHC") filed a trademark application with the USPTO under Serial No. 85-204480 (the "Application") seeking registration of the mark DOUBLETAP in connection with firearms, specifically "Pistols."

C. Heizer Defense LLC ("Heizer"), in its name at and before the 2012 SHOT Show and on the www.heizerdefense.com website, began marketing under the DOUBLETAP mark and had intended to manufacture a pistol under the DOUBLETAP mark.

D. On August 31, 2011, Hornady filed a Notice of Opposition to the Application with the Trademark Trial and Appeal Board ("TTAB"), No. 91201430 (the "Opposition"), asserting that Heizer's use of the DOUBLETAP mark for pistols will be likely to be confused with Hornady's TAP MARKS.

E. On June 11, 2012, Hornady filed a lawsuit in the United States District Court for the District of Nebraska asserting trademark infringement against Heizer and CHC for using the DOUBLETAP mark, case no. 4:12-cv-03117, entitled *Hornady Manufacturing Company v. Heizer Firearms, LLC, et al.* (the "Action"). The filing of the Action resulted in a stay of the Opposition.

F. On June 11, 2012, CHC assigned the Application in the Trademark to Heizer Technologies, LLC.

G. Licensee recently began using certain DOUBLETAP marks, including word, stylized and word, and design variations of DOUBLETAP (collectively, the "DOUBLETAP Marks"), in connection with pistols/firearms that could fire ammunition sold by Licensor under the TAP Marks.

H. Licensee now acknowledges that its use of the DOUBLETAP Marks, as alleged in the Action, is likely to cause confusion with Hornady's TAP Marks. Accordingly, and to avoid confusion in the marketplace, Licensee has agreed to assign, and cause to be assigned, all rights in the DOUBLETAP Marks and any related marks to Licensor, and Licensor has agreed to license the DOUBLETAP Marks to Licensee on the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements made in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS.

1.1 Product(s). The term "Product(s)" in this Agreement shall mean any and all products identified in **Exhibit A** to this Agreement.

1.2 Licensed Mark(s). The term "Mark" or "Marks" in this Agreement shall mean all common law or registered trademarks set forth on **Exhibit B** to this Agreement, together with all variations, enhancements, and updates of such trademarks, and all associated goodwill.

Section 2. ASSIGNMENT; APPLICATION.

2.1 Assignment. Licensee hereby assigns to Licensor all right, title, and interest in and to the DOUBLETAP Marks, and any and all rights associated with the DOUBLETAP Marks, including, without limitation, any and all common law trademark rights, any and all trademark actual use applications, trademark registrations, and any other rights associated with the DOUBLETAP Marks, including the goodwill embodied with the DOUBLETAP Marks, any and all stylized and typed versions of the DOUBLETAP Marks, the right to obtain trademark registrations related thereto, and the right to sue for infringements and past infringements thereof. To the extent the Licensee does not own all right, title, and interest in and to the DOUBLETAP Marks, Licensee shall cause all other parties claiming an interest in the DOUBLETAP Marks, including, without limitation, DoubleTap Defense, , LLC, in which entity Licensee represents and warrants that it has a controlling interest, to assign all such interests Licensor.

2.2 Express Abandonment of Application. Within five (5) business days of the Effective Date, Licensee shall expressly abandon the Application by filing with TTAB, in the Opposition proceeding, a written request for abandonment of the Application that conforms with the requirements of Section 603 of the TTAB Manual of Procedure, and 37 CFR § 2.68.

SECTION 3. GRANT OF LICENSE AND ROYALTY.

3.1 Permitted Activities. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee for the term of this Agreement, a personal, limited nonexclusive, non-sublicensable, license to use the Marks for and in connection with all

activities relating to the production, distribution, packaging, marketing, and sale of the Products worldwide; provided, however, that notwithstanding the nonexclusive license to Licensee in the preceding sentence, so long as this Agreement remains in force and Licensee is full compliance with its obligations hereunder, Licensor shall not license the Marks to a third-party firearms manufacturer. Licensee may further use the Marks in keyword and other Internet search engine advertising.

3.2 Restricted Activities. Licensee shall not register, purchase, or own domain names that contain the Marks or are confusingly similar thereto; provided, however, that any domain names that are assigned to Licensor pursuant to Section 2.1 above shall be licensed to Licensee pursuant to Section 3.1, above.

SECTION 4. QUALITY CONTROL.

4.1 Maintenance of Quality. Licensee shall maintain and adhere to the standards of quality described in the Standards and Specifications set forth in **Exhibit C** to this Agreement, or such other reasonable standards or specifications that may be adopted and provided to Licensee in writing by Licensor from time to time during the term of this Agreement.

4.2 Rights of Inspection. To ensure that the quality of Licensee's Products is maintained, Licensor and its authorized agents and representatives shall have the right to (a) upon reasonable notice, enter Licensee's trade show booth or inspect Licensee's displays at any trade show or gathering, including the annual SHOT Show, to inspect samples of the Products and promotional materials relating to the Products, and (b) upon reasonable notice, enter Licensee's premises to inspect the Products, and the promotional materials relating to the Products, all to ensure compliance with the provisions of Section 4.1 above, during the term of this Agreement and any sell-off period.

SECTION 5. CONSIDERATION.

5.1 Royalty. Licensee shall pay Licensor a one time monetary royalty of Twenty Five Thousand Dollars (\$25,000) royalty as follows: (a) Ten Thousand Dollars (\$10,000) shall be delivered to Licensor within 72 hours following shipment of any Product to a paying customer; provided that delivery of this \$10,000 must occur no later than six (6) months following the Effective Date, regardless of any product sales; and (b) the remaining Fifteen Thousand Dollars (\$15,000) shall be paid by Licensee paying to Licensor a royalty of One Dollar (\$1.00) on the sale of any firearm bearing, using, or identified by or with any of the Marks.

5.2 Purchase Obligation and Statements. Licensee shall purchase and use Licensor's ammunition to test its firearms. Due to ammunition supply issues, Licensee shall not be required to purchase Licensor's ammunition exclusively. Upon Licensor's written request, Licensee shall prepare an annual accounting statement for the preceding twelve (12) months showing all ammunition purchases under this Section and shall mail such statements to the Licensor within twenty (20) days of Licensee's written request. Licensee shall not have to comply with more than two (2) accounting requests per calendar year.

5.3 Marketing Inserts. Upon Licensor's request, and at Licensor's sole option, Licensee shall include a marketing insert, or other marketing material supplied Licensor (at

Licensor's expense) promoting Licensor's ammunition with the packaging for Licensee's products. All inserts must be approved by Licensee at Licensee's sole discretion before use in Licensee's packaging.

5.4 Audit Rights. Licensee shall preserve its records relating to (a) its purchases of Licensor's ammunition pursuant to Section 5.2, above, and (b) the marketing inserts, pursuant to Section 5.3, above, for three (3) years from the purchase or date of the record. Within this three-year period and upon reasonable prior notice, Licensor shall have the right, at Licensor's expense, to audit, or cause its designated agents to audit, Licensee's purchases and to confirm compliance with its marketing insert obligations, and Licensee shall make available to the auditor all its records relating thereto and to otherwise cooperate with the audit during normal business hours. Notwithstanding the foregoing, Licensor may not audit Licensee's records more than two (2) times in any calendar year.

SECTION 6. OWNERSHIP OF MARKS.

6.1 Licensor's Ownership Rights. Licensee acknowledges Licensor's exclusive right, title, and interest in and to the Marks in the firearms and ammunition industry, including, without limitation, the DOUBLETAP Marks, and the right to license the rights set forth in this Agreement; provided, however, that the Parties acknowledge the existence of third-party trademarks that potentially infringe on the Marks, and that Licensor is currently engaged in litigation to resolve such use and ownership issues. Licensee further acknowledges that its use of the Marks shall not create in Licensee any right, title, or interest in the Marks and the goodwill generated thereby shall inure to the benefit of Licensor.

6.2 Trademark Use by Licensee. All use of the Marks by Licensee shall comply with the requirements of the Trademark Use Guidelines, attached to this Agreement as **Exhibit D**. In addition, if used in print materials or advertising or on the Internet, Licensee shall acknowledge therein that the Marks are Licensor's Marks.

6.3 Registration by Licensee. Licensee shall not at any time apply for any registration of any copyright, trademark, service mark, or other designation, or file any document with any governmental authority anywhere, or take any other action, with respect to the Marks which might adversely affect Licensor's ownership of the Marks.

6.4 Limitation of Licensee's Ownership Rights. Licensee shall not at any time challenge Licensor's right, title, or interest in the Marks or the validity of any of the Marks or any registration thereof in any country in the world. Licensee shall not represent that it has any ownership in or rights with respect to the Marks other than rights conferred by this Agreement.

6.5 Licensee's Assistance. Licensee shall take all steps reasonably necessary to assist Licensor in the registration, maintenance, or enforcement of Licensor's trademark rights in the Marks, as may be reasonably requested from time to time by Licensor.

SECTION 7. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY, DEFEND, PROTECT, AND HOLD HARMLESS THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, OWNERS, MEMBERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, LIABILITIES, JUDGMENTS, COSTS,

AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATING TO A PARTY'S BREACH OF THIS AGREEMENT; OPERATION OF ITS BUSINESS, ITS DESIGN, MANUFACTURE, SALE OR DISTRIBUTION OF ANY PRODUCT AND/OR SERVICES, THE ACT OF ANY EMPLOYEE, AGENT, OR PRINCIPAL CONNECTED WITH ITS BUSINESS, ITS OBLIGATIONS UNDER THIS AGREEMENT; ANY LIABILITY RESULTING FROM THE USE OR MISUSE OF ANY PRODUCT AND/OR SERVICES BY ANY END USER OF SUCH PRODUCT AND/OR SERVICES; OR, WITH RESPECT TO LICENSEE, LIABILITY RELATED TO TRADEMARK INFRINGEMENT CLAIMS FOR ITS USE OF THE MARKS AS CONTEMPLATED BY THIS AGREEMENT. THE INDEMNIFIED PARTY SHALL RETAIN THE RIGHT TO SELECT ITS COUNSEL IN THE EVENT THE INDEMNIFIED PARTY IS THREATENED WITH OR JOINED IN ANY ACTION ARISING FROM THE INDEMNIFYING PARTY'S ACTIONS OR INACTION.

SECTION 8. TERM AND TERMINATION.

8.1 Term. This Agreement shall commence on the Effective Date, and continue, unless sooner terminated as permitted in this Agreement, for as long as Licensee remains in business and sells Products.

8.2 Termination. Licensor may terminate this Agreement, immediately and without other cause or prior notice to Licensee, in the event that Licensee breaches its obligations under Sections 3, 4 or 5; makes an assignment, including and assignment for the benefit of creditors; makes a written admission of any inability to pay its debts or obligations as they become due; becomes or is adjudicated insolvent or bankrupt; seeks, consents to, acquiesces in, or suffers the appointment of a trustee, receiver or liquidator of Licensee, its business, or any part thereof, or a substantial part of its assets; commences or becomes subject to any proceeding in bankruptcy for an arrangement, reorganization, debt adjustment, or any other insolvency proceedings. Licensor may further terminate this Agreement immediately, without a right to cure, if Licensee brings disrepute upon Licensor, or upon the Marks, due to the gross negligence or objectively unreasonable conduct of Licensee. Licensor may further terminate this Agreement if Licensee stops selling Products for a consecutive period of one (1) year.

8.3 Cure Period. Either party may terminate this Agreement in the event of a material breach by the other party upon 30 days' written notice to the breaching party specifying the nature of such material breach unless the breaching party shall have cured such material breach within such 30 day period, or if such breach cannot be cured within such 30 day period, shall have commenced such cure and thereafter diligently continued to pursue such cure to completion.

SECTION 9. SELL OFF RIGHTS. IN THE EVENT THIS AGREEMENT TERMINATES FOR ANY REASON, EXCEPT FOR LICENSEE'S BREACH OF SECTIONS 3, 4 AND 5 OF THIS AGREEMENT, LICENSEE MAY CONTINUE TO PROMOTE, DISTRIBUTE, AND SELL PRODUCTS FROM LICENSEE'S INVENTORY. THIS SELL-OFF RIGHT SHALL TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT ON THE FIRST ANNIVERSARY OF THE TERMINATION DATE. IN THE EVENT LICENSOR TERMINATES THIS AGREEMENT BECAUSE OF LICENSEE'S BREACH OF SECTIONS

3, 4 AND 5, THIS SECTION 9 SHALL NOT APPLY AND LICENSEE SHALL HAVE NO SELL-OFF RIGHTS. DURING ANY SELL OFF PERIOD LICENSEE SHALL REMAIN BOUND BY THE TERMS OF SECTIONS 4, 5, 6 AND 7 OF THIS AGREEMENT.

SECTION 10. THIRD PARTY INFRINGEMENTS

10.1 Notice and Enforcement. Licensee shall promptly notify Licensor of any and all infringements, imitations, simulations or other illegal use or misuse of the Marks which come to Licensee's attention. As the sole owner of the Marks, Licensor shall determine whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the Marks. If Licensor elects not to take such action, Licensee may take such action at Licensee's expense if it has received Licensor's prior written approval to take such action. In such event, (a) Licensor shall, at Licensee's expense, cooperate in such action with Licensee including, without limitation, joining as a party, and (b) Licensee shall keep Licensor informed of all material developments in any such action, and shall not enter into any settlement or other agreement involving the Marks without the approval and participation of Licensor. Any money recovered by way of damages or otherwise with respect to such action shall be kept by the party which bore the costs of such action; or, in any case where the parties have shared the costs, such money shall be shared in proportion to the costs borne by each party.

10.2 Assistance. Licensee shall render Licensor all reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of Marks used by Licensee, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

Section 11. MISCELLANEOUS.

11.1 Assignments. Licensee shall not assign this Agreement or assign any rights to the Marks in any manner, without the prior written consent of Licensor, which will not be unreasonably withheld. All terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by Licensee and Licensor and their respective successors and permitted assigns. Licensor acknowledges that the first sale doctrine shall apply to resale transactions of genuine trademarked products, and no sublicense shall be required for such transactions.

11.2 Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.3 Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties. There are no representations, warranties, covenants, agreements, or undertakings other than those expressly set forth in this Agreement. This Agreement may not be modified or amended except in a writing signed by both parties.

11.4 Attorneys' Fees. If a party shall commence any action or proceeding against the other party in order to enforce the provisions of this Agreement or to recover damages as a result of the alleged breach of any of the provisions of this Agreement, the substantially

prevailing party shall be entitled to recover all reasonable costs in connection therewith, including reasonable attorneys' fees.

11.5 Notices. All communications which are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

| | | | |
|-----------|---|----------|---|
| Licensor: | Hornady Manufacturing Co. _____ _____ Attn: _____ Fax No. _____ | Copy to: | Brett Foster Holland & Hart LLP 222 S. Main, Suite 2200 Salt Lake City, UT 84101 |
| Licensee: | DoubleTap Defense, LLC _____ _____ Attn: _____ Fax No. _____ | Copy to: | Robert J. Kaufman Kaufman, Miller & Forman PC 8215 Roswell Road Building 800 Atlanta, GA 30350-6445 Fax No. 770-395-6720 |

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery or telecopy, or on the delivery or refusal date, as specified on the return receipt, in the case of overnight courier or registered or certified mail.

11.6 Confidentiality. The terms of this Agreement are confidential. Licensor and Licensee agree that if Licensee discloses the terms of this Agreement to a third party, except under compulsion by law such as a subpoena, such action shall be grounds for immediate termination of this Agreement the right of Licensee to use the Licensed Marks. Licensor may disclose this in any pending litigation provided that the Agreement is designated "confidential" under a Protective Order entered by the Court. Licensee may disclose this Agreement if compelled by law such as a subpoena, but shall take reasonable steps to preserve the confidentiality of this Agreement.


11.7 Applicable Law. This Agreement shall be governed by and construed according to the internal laws of the state of Nebraska without regard to the conflicts of laws principles thereof. By execution of this Agreement, each party submits to in personam jurisdiction in the state of Nebraska.

11.8 Status of Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties to this Agreement. Neither party shall have the power to control the activities and operations of the other and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. Neither party shall hold itself out as having any authority or relationship in contravention of this paragraph, and neither party shall act on behalf of the other or enter into any contracts, warranty, or representation as to any other matter on the behalf of the other.

The parties have executed this Agreement as of the Effective Date.

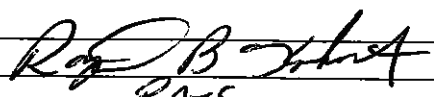
LICENSOR:

Hornady Manufacturing Company

By: 
Title: President

LICENSEE:

Central Holding Corporation

By: 
Title: Pres.

DoubleTap Defense, LLC, f/k/a Heizer
Technologies, LLC

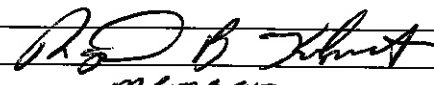
By: 
Title: member

Exhibit A
to
License Agreement

PRODUCT LIST: Firearms, namely pistols; clothing related to the firearms industry; and marketing materials relating to the foregoing. The product list shall further include firearm holsters, fitted firearm cases, weapons cases, soft and hard firearm cases, firearm stripper clips, 6 round firearm clips, 2 round firearm speed loader strips, firearm cleaning kits, firearm barrel assembly kits, but shall in no event shall the product list include ammunition.

Initial

RBK-CHC
ROK-DLLC

**Exhibit B
to
License Agreement**

Trademarks

1. DOUBLETAP, including word, stylized and word and design variations thereof.

Initial

RBK-CHC

RBK-DRWC

Exhibit C
to
License Agreement

Standards and Specifications

All Product produced and distributed by Licensee shall be of a quality comparable to the high quality Licensee has maintained in its past business of manufacturing and selling the type of goods covered by this Agreement.

Initial

RBK-CHC

RBK-DPCC

Exhibit D
to
License Agreement

Trademark Use Guidelines

In order to preserve the integrity of the Marks, the following guidelines must be closely followed:

1. The Marks should be used directly on the goods being sold under the Marks, or on the container or packaging in which the goods are sold. Use on advertising alone is insufficient.
2. All advertising, displays, and promotional materials utilizing the Marks shall carry a notice that the Marks are the property of Licensor, and that the Marks are used under a license granted by the Licensor. Licensee shall use its best efforts to comply with this provision.
3. Licensee shall attempt to make reasonable efforts not to use The Marks as a noun in verbal or written promotions or other communications regarding the Marks. Instead, Licensee should attempt to use the Mark as an adjective followed by a noun. By way of example, Licensee's reference to "DoubleTap™ pistols" on its website conforms with this guideline, as would another firearm noun following a Mark.
4. When using the Marks on packaging, promotional materials, advertisements, point of purchase displays, or other labels, the Marks should employ a font larger than any other font on the packaging, advertisement or display.
5. When using the Marks in text, use all capitals, different fonts or colors to distinguish the Mark from other text.
6. Always use the "™" or "®" superscript in close proximity to any use of the Marks, whether on labels, advertising, packaging or textual copy.
7. The Marks should never be used as a verb.

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Initial

RBK-CHC

RBK-DDLL
