

02-06-2003

Form **PTO-1594** (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) RECO TRADEMAN 102358237

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

Tab settings ⇔⇔ ♥ ▼	. • • •
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): 2 - 3 - 0 3	Name and address of receiving party(ies)
CaseMark, Inc.	Name: James F. Parker Trust
, <u> </u>	Internal Address:
Individual(s) Association	
General Partnership Limited Partnership	Street Address: P.O. Box 23522
X Corporation-State	City: Chattanooga State: TN Zip: 37422
Other	Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? Yes 🔏 No	Association
	General Partnership
3. Nature of conveyance:	Limited Partnership
X Assignment Merger	X Corporation-State Tennessee
Security Agreement Change of Name	Other If assignee is not domiciled in the United States, a domestic
Other Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)
Execution Date. <u>January 17, 2005</u>	Additional name(s) & address( es) attached? Yes X No
Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,309,711
	1,451,794
Additional number(s) attached Yes X No	
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and registrations involved:
Name: Bruce A. Tassan	registrations involved:
	7. Tables (77.050.044)
Internal Address: Tassan Law Firm	7. Total fee (37 CFR 3.41) <u>\$ 65.00</u>
	X Enclosed
	Authorized to be charged to deposit account
Street Address: 4143 27th Street N.	8. Deposit account number:
City: Arlington State: VA Zip: 22207-5211	
DO NOT USE THIS SPACE	
9. Signature.	
Bruce A. Tassan	January 20, 2003
	gnature Date
Total number of pages including cover sheet, attachments, and document:  Mail documents to be recorded with required cover sheet information to:  Commissioner of Patent & Trademarks, Roy Assignments	

02/0\$/2003

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Washington, D.C. 20231

**TRADEMARK REEL: 002665 FRAME: 0721** 

## **EXHIBIT A**

## TRADEMARK ASSIGNMENT

WHEREAS, CaseMark, Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 103 Springer Building, 3411 Silverside Road, Wilmington, Delaware 19810, United States of America ("Assignor"), became the owner, by assignment, of rights in the trademarks and United States trademark registrations thereof identified in the attached Schedule A (collectively, the "Trademarks") throughout the United States and its territories; and

WHEREAS, THE JAMES F. PARKER TRUST, a trust existing under the laws of the State of Tennessee, whose address is P.O. Box 23852, Chattanooga, Tennessee 37422, United States of America ("Assignee"), is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks, together with the goodwill associated with and which is symbolized by the Trademarks, throughout the United States and its territories, along with the right to recover for damages and profits for any past, present, or future infringements thereof,

NOW, THEREFORE, for one or more dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's rights, title, and interest in and to the Trademarks, together with the goodwill associated with and which is symbolized by the Trademarks, throughout the United States and its territories, along with the right to recover for damages and profits for past, present or future infringements thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Trademarks and the associated goodwill throughout the United States and its territories to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate this assignment, to the extent such evidence is in the possession or control of Assignor.

TRADEMARK REEL: 002665 FRAME: 0722

CaseMark, Inc.

Date Jenucy 17,2003

By 12. W-

Title Secretory

STATE OF Dolaware COUNTY OF New Castle

On the <u>Inthat</u> day of <u>January</u>, 2003, before me personally appeared Gilbert B. Warren to me known, who being duly sworn, did depose and say that he is the Secretary of CaseMark, Inc., and that he executed the above assignment on behalf of said corporation with authority to do so.

CONTINAL CONNEC

CYNTHIA L. CONNER, NOTARY COMMISSION EXPIRES JULY 6, 2003 COLINTY OF NEW CASTS 8 SCHEDULE "A"

**MARK** 

**REGISTRATION NUMBER** 

Parker

1451794

Design of Eagle

1163460 (cancelled)

Eagle Brand Knives

1309711

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**RECORDED: 02/03/2003**