

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAMILLUS CUTLERY COMPANY		09/18/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ACME UNITED CORPORATION		
Street Address:	60 Round Hill Road		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3028761	GRANPA	
Registration Number:	2944071	CROSSFIRE	
Registration Number:	2940137	HEAT	
Registration Number:	2763628	ROUGH CUT	
Registration Number:	2295597	CUDA	
Registration Number:	2550780	OVB OUR VERY BEST	
Registration Number:	2181361	QUIK DRAW	
Registration Number:	2184833	WESTERN	
Registration Number:	1866760	CAMILLUS HAS THE EDGE!	
Registration Number:	0502844	CAMILLUS	
Registration Number:	1548003	SWORD BRAND	
Registration Number:	1600388	YELLO-JAKET	
Registration Number:	1502847	DURA-TOOL	
Registration Number:	1463318	BONITE	

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TRADEMARK
REEL: 003645 FRAME: 0234

Registration Number:	1443895	DURALENS
Registration Number:	0054356	
Registration Number:	0775330	SWORD BRAND
Registration Number:	1003134	WESTERN
Registration Number:	1872261	CAMCO
Registration Number:	0048928	
Serial Number:	78633715	18-XRAY

CORRESPONDENCE DATA

Fax Number: (608)258-7138

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6082554440

Email: PTOmailbox@whdlaw.com

Correspondent Name: Jonathan M. Fritz

Address Line 1: 33 East Main Street, Suite 300

Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	22042-0521
NAME OF SUBMITTER:	Jonathan M. Fritz
Signature:	/Jonathan M. Fritz/
Date:	10/23/2007

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CAMILLUS CUTLERY COMPANY

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: New York
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 18, 2007

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: ACME UNITED CORPORATION

Internal

Address: _____

Street Address: 60 Round Hill Road

City: Fairfield

State: Connecticut

Country: US Zip: 06824

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Connecticut
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
(See Schedule B of assignment attached hereto)

B. Trademark Registration No.(s)
(See Schedule B of assignment attached hereto)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jonathan M. Fritz

Internal Address: _____

Street Address: 33 East Main Street, Suite 300

City: Madison

State: WI Zip: 53703

Phone Number: 608-255-4440

Fax Number: 608-258-7138

Email Address: PTOmailbox@whdlaw.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$540

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 23-2053

Authorized User Name Jonathan M. Fritz

9. Signature:

Signature

October 23, 2007

Date

Jonathan M. Fritz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

THIS ASSIGNMENT, effective the 18th day of September, 2007 (Effective Date), is made by and between CAMILLUS CUTLERY COMPANY with its principal offices located at 54 Main Street, Camillus, New York 13031 (Assignor) and ACME UNITED CORPORATION (Assignee), with its principal offices located at 60 Round Hill Road, Fairfield, Connecticut 06824.

WHEREAS, the subjects of this Assignment are the United States patent applications, patents, foreign patent applications, granted patents, registered trademarks, common law trademarks, and domain names described on Schedules A and B, attached to and made a part of this Assignment (Intellectual Property).

WHEREAS, the Assignor is the owner of any and all goodwill associated with the CAMILLUS CUTLERY COMPANY, including the goodwill associated with any and all Intellectual Property, including trade names, trademarks, and trade dress, that was owned by Assignor.

WHEREAS, as set forth below, the Assignee is interested in acquiring the Assignor's rights and interest in the Intellectual Property and associated goodwill and the Assignor is willing to transfer its interests in the Intellectual Property and associated goodwill to the Assignee.

WHEREAS, Brown Bark I L.P. (Secured Party) holds a primary secured interest in the Intellectual Property pursuant to a Security Agreement dated January 21, 2004 made between Assignor and the Bank of America which was assigned to Secured Party and recorded on December 4, 2006.

WHEREAS, Assignor has been advised by Assignee and Secured Party that:

the Secured Party auctioned the Intellectual Property at what is referred to as the Stampler Auction in Camillus, New York on September 18, 2007, with the full knowledge, acquiescence in, authorization of, and assistance of Assignor, and pursuant to a Peaceful Possession Agreement dated March 2, 2007.

WHEREAS, Assignor has been advised by Assignee and Secured Party that Assignee purchased the Intellectual Property and associated goodwill, including domain name, and goodwill associated with the CAMILLUS CUTLERY COMPANY at the Stampler Auction.

WHEREAS, Assignor has been advised by Assignee and Secured Party that the Secured Party executed a Transfer Statement dated October 1, 2007, thereby releasing its secured interest in the Intellectual Property pursuant to the purchase of the Intellectual Property by Assignee at the Stampler Auction.

NOW, THEREFORE, the Assignor, at the request of Assignee and the Secured Party and consistent with the intent of the Peaceful Possession Agreement, without recourse, representation or warranty, does hereby:

- 1 Assign to Assignee, its successors and assigns, its entire right, title and interest, if any, in and to the Intellectual Property, including any and all trade secrets, and in and to each and every invention described in the Intellectual Property, and in and to any and all divisional, continuing or other applications describing any and all such inventions, and in and to any and all Letters Patent of the United States which may issue on the Intellectual Property, and in any and all reissues and re-examinations of the same, and in and to any and all applications for Letters Patent filed in countries foreign to the United States for

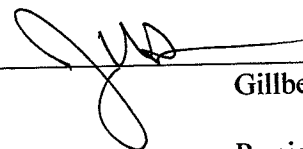
the inventions of the Intellectual Property, and any and all Letters Patents which may be granted for the inventions of the Intellectual Property in the foreign countries, to have and to hold the same to the full end of the term or terms for which any and all the Letters Patents may be granted, and to sue for any infringement of the Intellectual Property that may occur on or after (but not before) the Effective Date of this Assignment.

2. Assign to Assignee, its successor and assigns, its entire right, title, and interest, if any, in and to the Intellectual Property and associated goodwill, and in and to each and every pending trademark application, United States registered trademarks, foreign trademarks, common law trademarks and all such trademark, trade dress, and trade name rights, and in and to any and all trademark registrations of the United States which may issue on the Intellectual Property, and in and to any and all applications for trademark, trade name and trade dress rights in countries foreign to the United States, and any and all trademark, trade name and trade dress registrations which may be granted for the trademarks, trade names and trade dress of the Intellectual Property in the foreign countries, to have and to hold the same to the full end of the term or terms for which any and all the trademarks, trade names and trade dress may be granted, including any and all associated goodwill, and to sue for any infringement of the Intellectual Property that may occur on or after (but not before) the Effective Date of this assignment.
3. Assign to Assignee, its successors and assigns, its entire rights, if any, to all licensing agreements, and the rights and benefits thereof, granted to any 3^d parties to any or all of the Intellectual Property.
4. Assign to Assignee, its successors and assigns its entire rights in primary and secondary domain names owned by the Assignor and any domain names for which the Assignee has an interest, if any, including www.camillusknives.com, to have and to hold the same to the full end of the term or terms for which any and all the domain names may be granted, and to sue for infringement, or any other remedy available under applicable laws, of such a domain name that may occur on or after (but not before) the Effective Date of this assignment.
5. Assign to Assignee, its successors and assigns its entire rights in the CAMILLUS CUTLERY COMPANY name, including any and all associated goodwill, to have and to hold the same to the full extent possible under applicable laws, and to sue for infringement and all other legal claims against the goodwill and the CAMILLUS CUTLERY COMPANY name arising after the Effective Date.
6. Authorize and request the Commissioner of Patents and Trademarks to issue Letters Patents of the United States to the Assignee of the Assignor's entire right, title and interest in and to the inventions of the Intellectual Property.
7. Agree to use its reasonable efforts to make available, at Assignee's request and at Assignee's expense, the inventor(s) of any Intellectual Property to the extent that the inventor(s) is still an employee or under the control of Assignor, to testify in any interference, infringement, misappropriation, opposition or other legal proceeding, and to sign all papers, execute all divisional, continuing and reissue applications, and to make all rightful oaths and generally do everything reasonably possible to aid the Assignee, its successors, assigns or other legal representatives, to obtain and enforce any and all patents that may issue from Intellectual Property and for which they are an inventor.

8. Agree that, upon reasonable request and at the expense of Assignee, execute and deliver or cause to be executed and delivered by inventor(s) still within its employ or under its control, any and all papers that may be necessary or desirable to perfect the title to the Intellectual Property or any patent that may issue therefrom in the United States or countries foreign to the United States on behalf of Assignee, its successors, assigns or other legal representatives, and the Assignor will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal representatives, such facts relating to the invention described in the Intellectual Property or the history of the Intellectual Property or the history of the Intellectual Property as may be known to it.
9. Make no representations or warranties to Assignee with respect to Assignor's rights in the Intellectual Property or any interest which Assignor may have therein, nor does Assignor warrant that there are no persons or entities that have claims to any of the Intellectual Property.
10. Execute this Assignment without recourse against Assignor or any of its shareholders, directors, officers or employees.

IN WITNESS HEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative.

CAMILLUS CUTLERY COMPANY

By:  _____
Gillbert Kaufman
Title: President
Date: 10/05/07 _____

SCHEDULE A

U.S. Patents and Patent Applications, including any and all related, including divisionals and continuations, U.S. and foreign patents and patent applications for Assignment to Acme United Corporation

United States Patents

USP 4,067,947, issued on January 10, 1978, entitled Method of Fabricating a Decorative Knife Handle

USP 4,819,289, issued on April 11, 1989, entitled Rifle Field Service Tool

USP 5,044,079, issued on September 3, 1991, entitled Folding Knife with Open Lock Feature Having Improved Spring Element

USP 5,402,578, issued on April 4, 1995, entitled Apparatus and Method of Joining a Handle Securing Screw to the Tang of a Knife

USP 5,495,674, issued on March 5, 1996, entitled Folding Knife with Moveable Pivot Axis

USP 5,887,347, issued on March 30, 1999, entitled Compact Folding Blade Knife with Blade Locking Feature

USP 6,070,329, issued on June 6, 2000, entitled Knife and Handle Construction and Method of Fabricating Such Knives

USP 6,158,127, issued on December 12, 2000, entitled Folding Knife with One-Handed Blade Movement

USP 6,427,335 B1, issued on August 6, 2002, entitled Folding Knife with Open Position Lock

USP 6,782,626 B1, issued on August 31, 2004, entitled Apparatus and Method of Assembly of Fixed Blade Knife

USP 6,959,494 B2, issued on November 1, 2005, entitled Folding Blade Knife with Spring Assisted Pivoting Feature

USP 6,981,290 B2, issued on January 3, 2006, entitled Wire Cutter and Bayonet Sheath Combination

United States Patent Application.

2006/0248728 A1, Appl. No. 10/908,285, filed on May 5, 2005, entitled Safety Lock for Folding Knife

SCHEDULE B

U.S. Trademarks and Pending Trademark Applications, Including Any and All Foreign Trademark Rights, for Assignment to Acme United Corporation

United States and Corresponding Foreign Trademarks:

<u>U.S. Registered Marks:</u>	<u>Reg. No.</u>	<u>Common Law Marks:</u>
GRANPA	3028761	CUDA
CROSSFIRE	2944071	S.A.S. SPEED AUTO SAFE
HEAT	2940137	ROBO POWER
ROUGH CUT	2763628	SIZZLER
CUDA (and Design)	2295597	ROSEWOOD COLLECTION
OVB OUR VERY BEST	2550780	WESTERN CUTLERY (and Knife Design)
(and Design)		AMERICAN WILDLIFE
QUIK DRAW	2181361	ROUGH CUT
WESTERN (and Design)	2184833	ARROWHEAD
CAMILLUS HAS THE EDGE!	1866760	MIGHTY LIGHTS
CAMILLUS	0502844	ACTION GRIP
SWORD BRAND	1548003	
(and Two Sword Design)		OLD RELIABLE
YELLO-JAKET (and Bee Design)	1600388	THUNDERBOLT
DURA-TOOL	1502847	ROUGH CUT
BONITE	1463318	ROCKY MOUNTAIN KNIVES
DURALENS	1443895	(and Mountain Design)
		DURA-STAG
DESIGN (Crossed Swords)	0054356	CAMILLUS CLASSIC
SWORD BRAND	0775330	CARTRIDGE (Stylized)
(and Crossed Sword Design)		CAMILLUS COPPERHEAD
WESTERN	1003134	(and Design)
CAMCO	1872261	HIGH COUNTRY HUNTER
Design (clover)	0048928	CAMILLUS
		CAMILLUS CUTLERY
		CAMILLUS CUTLERY COMPANY
		CONGRESSIONAL DISTRICT
		(and Design)
		SWORDSTEEL
		WESTERN CUTLERY
		CAM-LOK
		SILVER SWORN
		(and Two Sword Design)
		SILVER SWORD
		SWORDSTEEL

SCHEDULE B (cont'd)

AMERICAN WILDLIFE
TRAILBLAZER
WEST-CUT (Stylized)
DESIGN (Clover)
SWORN BRAND (and Crossed
Sword Design)
WESTLOCK
COLORADO CUTLERY
MINI BOWIE
18-XRAY

United States Pending Trademark Application:

<u>Mark</u>	<u>Serial No.</u>	<u>Status</u>
18-XRAY	78633715	Pending

Domain Name

www.camillusknives.com