

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
Heritage Cutlery, Inc.		08/17/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Klein Cutlery, LLC		
Street Address:	450 Bond Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3010982	SABER BLADE	
Registration Number:	2970650	PETER J. MICHELS	
Registration Number:	2210837	CADILLAC	
Registration Number:	2205459	C-MON	
Registration Number:	1261490	HERITAGE	
CORRESPONDENCE DATA			
Fax Number:	(312)984-0146		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-984-0144		
Email:	dmundt@emcpc.com		
Correspondent Name:	David M. Mundt		
Address Line 1:	One North Wacker Drive, Suite 4130		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	0266-0375		

CH \$140.00 3010982

NAME OF SUBMITTER:	David M. Mundt
Signature:	/David M. Mundt/
Date:	05/07/2008
Total Attachments: 4 source=Recordation2#page1.tif source=Recordation2#page2.tif source=Recordation2#page3.tif source=Recordation2#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS HERITAGE CUTLERY, INC., a New York corporation having an address of 7971 Refinery Road, Bolivar, New York 14715 (hereinafter referred to as "Assignor"), is the owner of the trademarks and trademark registrations listed in Exhibit A of this Assignment (hereinafter referred to as the "Marks"); and

WHEREAS KLEIN CUTLERY, LLC., a Delaware limited liability company (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in the Marks, together with the goodwill represented by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, transfer, convey, and assign to Assignee all of its right, title, and interest in, to and under the Marks, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, the rights to be held and enjoyed by the Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights. Assignor also hereby assigns its foreign rights to the Trademarks in all trademark granting countries of the world, including the right to file applications or obtain trademark registrations in its own name in the countries under the terms of the Paris Convention for the Protection of Intellectual Property, together with all of Assignor's rights of priority and all other rights under any and all international agreements to which the United States adheres. Assignor hereby authorizes and requests any official, whose duty it is to issue in any country trademark registration, to issue trademark registrations to Assignee or its nominees, successors or assigns, as Assignee may from time-to-time request.

HERITAGE CUTLERY, INC.

By: Wayne J. West
Name: Wayne J West
Title: President
Date: August 17, 2007

State of New York)
County of Allegheny) ss

On this 17 day of Aug, 2007, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Susan M. Jordan
Notary Public

My Commission Expires: 3/9/10

SUSAN M. JORDAN
Notary Public, State of New York
Allegheny County
Reg. No. 1571
My Commission Expires March 9, 2010

Exhibit A

TRADEMARK REGISTRATIONS

Country	Mark	Registration No.	Registration Date
United States	SABER BLADE	3,010,982	November 1, 2005
United States	PETER J. MICHELS	2,970,650	July 19, 2005
Canada	C-MON	TMA507784	February 9, 1999
United States	CADILLAC	2,210,837	December 15, 1998
United States	C-MON	2,205,459	November 24, 1998
United States	HERITAGE	1,261,490	December 20, 1983

COMMON LAW TRADEMARKS

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