TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jerrold D. Farinash		03/26/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Smoky Mountain Knife Works
Street Address:	Highway 66, P.O. Box 4430
City:	Sevierville
State/Country:	TENNESSEE
Postal Code:	37862
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2777073	MARBLE'S
Registration Number:	2352529	TRAILCRAFT
Registration Number:	2288597	SAFETY AXE
Registration Number:	2405030	WOODCRAFT
Registration Number:	2270569	M.S.A., CO.
Registration Number:	2156614	MARBLE'S
Registration Number:	2253350	CAMPCRAFT
Registration Number:	2086685	MARBLE'S
Registration Number:	2264571	SKIN-DRESS-FILET
Registration Number:	2260651	SAFETY FOLDER
Registration Number:	2262708	TRAILMAKER
Registration Number:	2259246	FIELDCRAFT
Registration Number:	2192427	EXPERT
Registration Number:	2201552	IDEAL

CH $365.00 2777073

CORRESPONDENCE DATA

Fax Number: (202)772-5858

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

Phone: 202.772.5800

Email: trademarks@blankrome.com

Correspondent Name: Susan B. Flohr c/o Blank Rome LLP

Address Line 1: 600 New Hampshire Ave., N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	115059.00100
NAME OF SUBMITTER:	Susan B. Flohr
Signature:	/sbf/
Date:	04/07/2010

Total Attachments: 10

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ASSIGNMENT

This Assignment is made as of the 26th day of March, 2010 ("the Effective Date"), regardless of any date of execution hereof, by and between Jerrold D. Farinash, Chapter 7 Trustee ("Assignor") for Marble's Cutlery LLC, a Tennessee limited liability company with a business address at 9123 Stoney Mountain Drive, Chattanooga, Tennessee 37421 ("Debtor"), which filed a Chapter 7 Bankruptcy proceeding as described below, and Smoky Mountain Knife Works, a Tennessee corporation, with a business address at Highway 66, P.O. Box 4430, Sevierville, Tennessee 37862 ("Assignee"), which assignment is approved by SunTrust Bank ("Secured Creditor") as witnessed by the signatures below.

WHEREAS, Debtor obtained the patent listed on the attached Exhibit A, as well as the inventions, discoveries and improvements described and claimed therein and the inventions, discoveries and improvements disclosed but not claimed therein (collectively, "the Patents"); and

WHEREAS, Debtor adopted, used, is using certain trade names and trademarks and has obtained certain registrations and filed certain applications to register certain trademarks in the United States and worldwide as set forth on the accompanying Trademark Schedule, Exhibit B hereto, which is incorporated herein by reference (hereinafter "the Trademarks"), the Patents and Trademarks to be collectively referred to herein after as "the Intellectual Property Assets"); and

WHEREAS, Debtor commenced a case under Chapter 7, Title 11, U.S.C. on September 12, 2009, before the United States Bankruptcy Court, Eastern District of Tennessee, (the "Court"), Case No.1:09-bk-15834 in which Assignor Farinash was appointed its trustee;

WHEREAS, pursuant to the following Orders of the Court: (a) Order Authorizing and Approving Public Auction Sale of Substantially all of Debtor's Personal Property Assets Pursuant to 11 U.S.C. §§ 363(b)(1) and (f) and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure, Free and Clear of Liens, Claims and Encumbrances, Outside the Ordinary Course of Business; and (b) Order (A) Establishing and Approving Minimum Bid for Substantially all of the Debtor's Intellectual Property Assets and Other Assets at Public Auction Sale and Establishing and Approving Supplemental Bidding Procedures and Break-Up Fee for Intellectual Property Assets and Other Assets Pursuant to 11 U.S.C. §§ 105(a) and 363, duly entered on ___, 2010, Assignor has been authorized, empowered and directed pursuant to 11 U.S.C. §363 to transfer, free and clear of liens, claims and encumbrances the Intellectual Property Assets, Debtor's Inventory and all of Debtor's other assets (the Inventory and other assets shall be referred to as the "Other Assets"); and

WHEREAS the Secured Creditor holds a blanket first security interest in all such Intellectual Property Assets and the Other Assets of Assignor and pursuant to a separate agreement with the Assignor shall receive partial satisfaction of such debt and thus intends to release its security interest in all such Intellectual Property and Other Assets and to consent to this Assignment; and

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WHEREAS, Secured Creditor is named as beneficiary of certain Guaranty Agreements executed by Kevin G. Pipes, Smoky Mountain Knife Works and Phillip S. Martin (the "Guarantors") which Secured Creditor also intends to release; and

WHEREAS, Assignee Smoky Mountain Knife Works, desires to acquire the said Intellectual Property Assets and the good will symbolized thereby, together with the Other Assets.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns all right, title and interest in and to the Intellectual Property Assets, worldwide, together with the good will of the business symbolized thereby and the right to sue for past, present and future infringement thereof free and clear of all liens, claims and encumbrances.

2. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns all right, title and interest in and to the Other Assets.

3. Assignee shall pay the Assignor Four Hundred Twenty-five Thousand Dollars ($425,000.00) ("the Purchase Price") as consideration for this Assignment. No other consideration shall be paid by the Assignee for this Assignment.

4. In accordance with the terms of a separate agreement between Assignor and the Secured Creditor, Assignor shall pay to the Secured Creditor, full satisfaction of the secured claim in the Intellectual Property and Other Assets being hereby assigned.

5. The Secured Creditor shall enter into the Release annexed hereto as Exhibit C thereby releasing any security interest in the Intellectual Property and Other Assets being herewith assigned, and does hereby consent and agree to the assignment of the Intellectual Property Assets and Other Assets to Assignee.

6. This Assignment includes the right to file and prosecute any and all patent applications, trademark registration applications and copyright registration applications relating to or arising from the Intellectual Property Assets, and the right to sue and recover for any and all infringements, past, present or future, of any of the Intellectual Property Assets.

7. Assignor represents and warrants to Assignee that:

(a) Assignor has full authority as the Chapter 7 Trustee for Marble's Cutlery, LLC to execute this Assignment, and that this Assignment and the terms

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and conditions hereof have been duly authorized by the United States Bankruptcy Court for the Eastern District of Tennessee at Chattanooga.

(b) Assignor has not transferred to any other person or entity any ownership or security interest in any of the Intellectual Property Assets.

(c) Any and all licenses to use any of the Intellectual Property Assets which were previously granted by Assignor have been terminated as of the date of this Assignment or assumed by Assignee at its option.

(d) Other than the instant bankruptcy filing, there are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened, against Debtor in any court or before any governmental agency which might have an adverse effect on any of the Intellectual Property Assets or the Other Assets.

(e) Other than the instant bankruptcy filing, to Assignor's knowledge, Debtor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Intellectual Property Assets and Other Assets, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.

8. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Assignment.

9. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Intellectual Property Assets, Debtor agrees to cooperate fully with Assignee to terminate such infringement or violation. Debtor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Intellectual Property Assets.

10. Assignor hereby covenants and agrees to execute or secure the execution by Debtor of any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment and to cooperate or secure the cooperation of such persons including Debtor as reasonably requested by Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Intellectual Property Assets, all to the extent deemed necessary or desirable by Assignee for

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participation in any legal or administrative proceedings involving the Intellectual Property Assets, and otherwise fully carrying out the terms of this Assignment.

11. Secured Creditor hereby authorizes Assignee to file Termination Statements with the Tennessee Secretary of State terminating Secured Creditor's UCC Financing Statement showing Secured Creditor's security interest in the Intellectual Property Assets and Other Assets.

12. Secured Party hereby releases the Guaranty Agreements and agrees to return the original Guaranty Agreements to said Guarantors marked "satisfied."

13. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

JERROLD D. FARINASH, Chapter 7 Trustee for
MARBLE'S CUTLERY LLC

By: _____
Name: Jerrold D. Farinash
Title: Trustee
Date: 3/30/2010

NOTARY CERTIFICATE

STATE OF TENNESSEE)
) ss:
COUNTY OF Hamilton)

On this 30 day of March in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerrold D. Farinash _____, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

My commission expires: 1/18/2012

Victoria Foster

VICTORIA FOSTER
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

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SUNTRUST BANK

By: _____
Name: Caryl L. Mudge
Title: Vice President
Date: 3/26/10

NOTARY CERTIFICATE

STATE OF ~~TENNESSEE~~ GEORGIA
) ss:
COUNTY OF Fulton)

On this 26 day of March in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Caryl L. Mudge _____, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

My commission expires: 7/22/13

_____

LISA K TERRY
NOTARY PUBLIC
Paulding County - State of Georgia
My Comm. Expires July 22, 2013

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JERROLD D. FARINASH, TRUSTEE

Title: Trustee
Date: 3/30/2010

NOTARY CERTIFICATE

STATE OF TENNESSEE)
) ss:
COUNTY OF Hamilton)

On this 30 day of March in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Jerrold D. Farinash, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

My commission expires: 1/18/2012

Victoria Foster

VICTORIA FOSTER
HAMILTON COUNTY
STATE OF TENNESSEE NOTARY PUBLIC

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SMOKY MOUNTAIN KNIFE WORKS

By: Kevin G. Pipes
Name: Kevin G. Pipes
Title: President
Date: 4-6-2010

NOTARY CERTIFICATE

STATE OF TENNESSEE

COUNTY OF Sevier) ss:)

On this 6th day of April in the year 2010~~010~~, before me, the undersigned, a Notary Public in and for said State, personally appeared Kevin G. Pipes, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

My commission expires: February 20, 2012

Donna L Lutjens

DONNA L. LUTJENS
STATE OF TENNESSEE NOTARY PUBLIC
SEVIER COUNTY

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EXHIBIT A
to the Assignment

Patent No.	Issue Date	Title
US 6,684,510 B1	February 23, 2004	Self-locking Folding Knives (a/k/a "Turn-Bolt")

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EXHIBIT B
to the Assignment

Registered Trademarks

Registration No.	Mark	Registration Date	Goods
2,777,073	MARBLE'S (Design)	10/28/2003	Class 025- Caps, T-Shirts, Sweatshirts, Coats & Jackets
2,352,529	TRAILCRAFT	05/23/2000	Class 008- Hunting Knives
2,288,597	SAFETY AXE	10/26/1999	Class 008- Axe
2,405,030	WOODCRAFT	11/21/2000	Class 008- Hunting Knives
2,270,569	M.S.A., Co.	08/17/1999	Class 008- Hunting Knives
2,156,614	MARBLE'S (Design)	05/12/1998	Class 008- Hunting Knives, Fish Knives, Safety Pocket Axes & Camp Axes
2,253,350	CAMPCRAFT	06/15/1999	Class 008- Hunting Knives
2,086,685	MARBLE'S	08/12/1997	Class 009- Directional Compasses
2,264,571	SKIN-DRESS-FILET	07/27/1999	Class 008- Hunting Knives
2,260,651	SAFETY-FOLDER	07/13/1999	Class 008- Hunting Knives
2,262,708	TRAILMAKER	07/20/1999	Class 008- Hunting Knives
2,259,246	FIELDCRAFT	07/06/1999	Class 008- Hunting Knives
2,192,427	EXPERT	09/29/1998	Class 008- Hunting Knives
2,201,552	IDEAL	11/03/1998	Class 008- Hunting Knives

Common Law Trademarks

MARBLE'S - For compasses, knives, axes, machetes, lighters, straight razors, match safes and knife sharpeners

CAMPCRAFT – For knives

SKIN-DRESS-FILET – For knives

TRAIL MAKER – For knives

FIELDCRAFT – For knives

EXPERT – For knives

IDEAL – For knives

Trade Names

Marble Outdoors
Marble's Outdoors
Marble
Marble Safety Axe Co.
Marble Knives
Marble's

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