

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
Tool Logic, Inc.		03/02/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SOG Specialty Knives and Tools, LLC		
Street Address:	6521 212th Street SW		
City:	Lynnwood		
State/Country:	WASHINGTON		
Postal Code:	98036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3585583	SL	
Registration Number:	2421947	SMALL WONDER	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-643-7000		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	One Rockefeller Plaza		
Address Line 2:	Intellectual Property Department		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	08280047.000006		
NAME OF SUBMITTER:	Stephen Padden		
Signature:	/Stephen Padden/		

CH \$65.00 3585583

Date:

04/26/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of March 5, 2010 (the "Effective Date"), is between Tool Logic, Inc., a California corporation having its principal place of business at 2290 Eastman Avenue, Suite 109, Ventura, CA 93003 (the "Assignor") and SOG Specialty Knives and Tools, LLC, a Delaware limited liability company having its principal place of business at 6521 212th Street SW, Lynnwood, WA 98036 (the "Assignee").

WHEREAS, Assignor and Assignee, along with Tool-Kit Solutions, Inc. and Stephen Padden, are parties to an Asset Purchase Agreement dated February 24, 2010 (the "Asset Purchase Agreement"); and

WHEREAS, Assignor is the owner of all of the right, title and interest, including all of the goodwill associated therewith, in and to certain trademarks, service marks, applications therefor and trade names, both registered and under common law used by Assignor in connection with its business, including those listed in Schedule A (collectively, the "Trademarks"); and

WHEREAS, Assignor agrees to assign, transfer and sell Assignor's entire right, title and interest in and to the Trademarks to Assignee; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Trademarks.

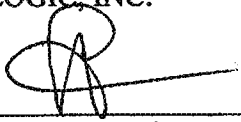
NOW, THEREFORE, for One Dollar (\$1.00) and other fair and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire worldwide right, title and interest in and to the Trademarks, including all of the goodwill associated therewith, as well as all renewals and extensions of rights thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement or any other causes of action related to any Trademark, and all rights corresponding thereto throughout the respective worldwide jurisdictions where Assignor holds rights in the Trademarks.

Assignor, as of the Effective Date, agrees to immediately using the Trademarks and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further Documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

[Signature Page Follows]

WHEREFORE, Assignor has duly executed this Trademark Assignment on the date indicated below.

TOOL LOGIC, INC.

By: 
Name: Stephen Padden
Title: President

Date: MARCH 2, 2010

~~STATE OF CALIFORNIA
COUNTY OF _____
On this _____ day of _____ 2010, before me came Stephen Padden, who being by me duly sworn, did depose and say to me that he is the President of Tool Logic, Inc. and that he signed his name hereto by authority of the Board of Directors of said corporation.


Notary Public:~~

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

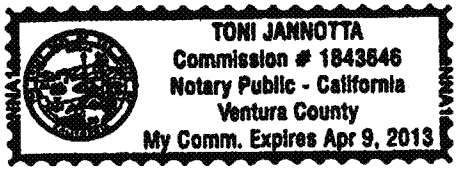
On March 2, 2010, before me, Toni Jannotta, the undersigned notary public, personally appeared STEPHEN PADDEN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public



SCHEDULE A

See attached.

Schedule 3.13 (a) - Trademarks

Row	Country	Mark	Reg. No./ Appl. No.	Reg. Date/ Appl. Date	Class	Status	Owner
4	US	SL & Design	3585583	3/10/2009	8	Registered	Tool Logic, Inc.
5	US	SMALL WONDER	2421947	1/16/2001	8	Registered	Tool Logic, Inc.