

## 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
Stephen J. Padden		03/02/2010	INDIVIDUAL: UNITED KINGDOM
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1975435	TOOL LOGIC	
CORRESPONDENCE DATA			
Fax Number:	(212)715-8000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 715-9205		
Email:	KLtrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	063905-00003		
NAME OF SUBMITTER:	Erica D. Klein		
Signature:	/Erica D. Klein/		
Date:	07/14/2011		

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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of March 5, 2010 (the “Effective Date”), is between Stephen J. Padden, an individual residing at 120 Shamrock Drive, Ventura, CA (the “Assignor”) and SOG Specialty Knives and Tools, LLC, a Delaware limited liability company having its principal place of business at 6521 212<sup>th</sup> Street SW, Lynnwood, WA 98036 (the “Assignee”).

WHEREAS, Assignor and Assignee, along with Tool Logic, Inc. and Took-Kit Solutions, Inc., 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]*

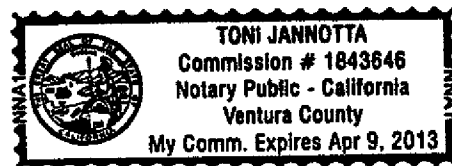


Date: MARCH 2, 2010

COUNTY OF \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF VENTURA ) ss.

Christina P. Pappalardo  
Notary Public



## **SCHEDULE A**

See attached.

Trademarks

Row	Country	Mark	Reg. No./ Appl. No.	Reg. Date/ Appl. Date	Class	Status	Owner	Source	Remarks
1	US	BUILT FOR LIFE	76/033093	4/25/2000	8	Abandoned	Tool Logic, Inc.	CT Corsearch	Abandoned on 8/13/2001
2	US	FLASHKNIFE	75/807902	9/27/1999	8	Abandoned	Tool Logic, Inc.	CT Corsearch	Abandoned on 11/20/2000
3	US	ICE	76/528059	7/7/2003	11	Abandoned	Tool Logic, Inc.	CT Corsearch	Abandoned on 9/4/2008
4	US	SL & Design	3585583	3/10/2009	8	Registered	Tool Logic, Inc.	CT Corsearch	8 & 15 due 3/10/2015
5	US	SMALL WONDER	2421947	1/16/2001	8	Registered	Tool Logic, Inc.	CT Corsearch	Renewal due 1/16/2011
6	US	SURVIVAL OF THE SMARTTEST	2009050	10/15/1996	8	Cancelled	Tool Logic, Inc.	CT Corsearch	Cancelled on 7/19/2003
7	US	THE CREDIT CARD COMPANION	2022915	12/17/1996	8	Cancelled	Tool Logic, Inc.	CT Corsearch	Cancelled on 9/20/2003
8	US	TOOL LITE	75/221258	1/6/1997	8	Abandoned	Tool Logic, Inc.	CT Corsearch	Abandoned on 12/8/98
9	US	TOOL LITE	75/581194	11/5/1998	8	Abandoned	Tool Logic, Inc.	CT Corsearch	Abandoned on 8/29/2001
10	US	WALKABOUT	75/823637	10/18/1999	8	Abandoned	Tool Logic, Inc.	CT Corsearch	Abandoned on 2/16/2003
11	China	TOOL LOGIC	7323770	4/14/2009	8	Pending	Tool Logic, Inc.	CT Corsearch	
12	CTM	TOOL LOGIC	644443	9/27/1999	8, 18, 25	Registered	Tool Logic, Inc.	CT Corsearch	
13	Japan	TOOL LOGIC	4310259	8/27/1999	8	Registered	Tool Logic, Incorporated	CT Corsearch	Renewal due 8/27/2019
14	US	TOOL-KIT SOLUTIONS	2362839	6/27/2000	8	Cancelled	Padden, Stephen J. (U.K. Citizen)	CT Corsearch	Cancelled on 3/31/2007
15	US	TOOL LOGIC	1975435	5/21/1996	8	Registered	Padden, Stephen J., DBA Insider Marketing (U.K. Citizen)	CT Corsearch	Next Renewal Due 5/21/2016
16	India	TOOL LOGIC				Pending		Info supplied by Seller	Recently filed application
17	Korea	TOOL LOGIC	Common Law Mark					Info supplied by Seller	Recently successfully defended ownership rights by preventing a third party's registration of TOOL LOGIC in Korea