

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOG SPECIALTY KNIVES AND TOOLS, LLC		08/05/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Gladstone Investment Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	85310395	TEAM 6	
Serial Number:	77966578	BLADELIGHT	
Serial Number:	77900587	SOGVISION	
Registration Number:	1597203	SOG SPECIALTY KNIVES	
Registration Number:	1803633	PARATOOL	
Registration Number:	1912262	AUTO CLIP	
Registration Number:	1926294	POWER PLIER	
Registration Number:	1973051	SOG	
Registration Number:	2162879	CROSSCUT	
Registration Number:	2322292	TSUNAMI	
Registration Number:	2323840	SOG POWERLOCK	
Registration Number:	2421947	SMALL WONDER	
Registration Number:	2439379	SWITCHPLIER	

OP \$490.00 85310395

900199287

TRADEMARK  
 REEL: 004601 FRAME: 0219

Registration Number:	2827848	TRIDENT
Registration Number:	3455361	AEGIS
Registration Number:	3503024	FUSION BY SOG
Registration Number:	3516173	FULCRUM
Registration Number:	3585583	SL
Registration Number:	3966900	LIVING ON THE EDGE

#### CORRESPONDENCE DATA

Fax Number: (202)420-2201

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

Phone: 202-420-2200

Email: parsonse@dicksteinshapiro.com

Correspondent Name: Dickstein Shapiro LLP

Address Line 1: 1825 Eye Street NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	G0055.0007
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NAME OF SUBMITTER:	Elizabeth Parsons
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Signature:	/EP/
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Date:	08/09/2011
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#### Total Attachments: 5

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## GRANT OF TRADEMARK SECURITY INTEREST

AUGUST 5, 2011

**WHEREAS, SOG SPECIALTY KNIVES AND TOOLS, LLC**, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into the Note Purchase Agreement dated of even date herewith (said Note Purchase Agreement, as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with Gladstone Investment Corporation, a Delaware corporation (collectively, together with its successors and assigns, the "**Secured Party**"), pursuant to which Secured Party has agreed to make an investment in the Grantor, subject to the terms and conditions set forth in the Note Purchase Agreement; and

**WHEREAS**, pursuant to the terms of the Security Agreement, dated of even date herewith (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the Secured Party and the other grantors named therein, Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Secured Party pursuant to the Security Agreement, Grantor hereby grants to the Secured Party a security interest in all of Grantor's right, title and interest in and to the following (unless constituting Excluded Collateral), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" shall have the meaning assigned to the term "Proceeds" in the UCC.

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Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SOG SPECIALTY KNIVES AND TOOLS, LLC

By: Dale Vogel

Name: Dale Vogel

Title: Manager

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Description</b>
SOG Specialty Knives & Tools, LLC	1,597,203	SOG SPECIALTY KNIVES (Stylized)
SOG Specialty Knives & Tools, LLC	1,803,633	PARATOOL
SOG Specialty Knives & Tools, LLC	1,912,262	AUTO CLIP
SOG Specialty Knives & Tools, LLC	1,926,294	POWER PLIER
SOG Specialty Knives & Tools, LLC	1,973,051	SOG
SOG Specialty Knives & Tools, LLC	2,162,879	CROSSCUT
SOG Specialty Knives & Tools, LLC	2,322,292	TSUNAMI
SOG Specialty Knives & Tools, LLC	2,323,840	SOG POWERLOCK
SOG Specialty Knives & Tools, LLC	2,421,947	SMALL WONDER
SOG Specialty Knives & Tools, LLC	2,439,379	SWITCHPLIER
SOG Specialty Knives & Tools, LLC	2,827,848	TRIDENT
SOG Specialty Knives & Tools, LLC	3,455,361	AEGIS
SOG Specialty Knives & Tools, LLC	3,503,024	FUSION BY SOG
SOG Specialty Knives & Tools, LLC	3,516,173	FULCRUM
SOG Specialty Knives & Tools, LLC	3,585,583	SL
SOG Specialty Knives & Tools, LLC	3,966,900	LIVING ON THE EDGE

Applications:

Owner	Registration Number	Description
SOG Specialty Knives & Tools, LLC	85/310,395	TEAM 6
SOG Specialty Knives & Tools, LLC	77/966,578	BLADELIGHT
SOG Specialty Knives & Tools, LLC	77/900,587	SOGVISION

**OTHER TRADEMARKS:**

Registrations:

Owner	Registration Number	State / Country	Description
SOG Specialty Knives & Tools, LLC	644443	Community Trade Mark	TOOL LOGIC
SOG Specialty Knives & Tools, LLC	4310259	Japan	TOOL LOGIC
SOG Specialty Knives & Tools, LLC	134478	Community Trade Mark	SOG

Applications:

Owner	Application Number	State / Country	Description
SOG Specialty Knives & Tools, LLC	1925035	India	TOOL LOGIC