

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		07/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
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:	2439379	SWITCHPLIER	
Registration Number:	2827848	TRIDENT	
Registration Number:	3455361	AEGIS	
Registration Number:	3503024	FUSION BY SOG	
Registration Number:	3516173	FULCRUM	

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Registration Number:	3585583	SL
Registration Number:	3966900	LIVING ON THE EDGE
Registration Number:	1975435	TOOL LOGIC
Serial Number:	77900587	SOGVISION
Serial Number:	77966578	BLADELIGHT
Serial Number:	85546582	DARK ENERGY
Serial Number:	85632359	SAT

CORRESPONDENCE DATA

Fax Number: 2155695555

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-988-3095

Email: vaitl@blankrome.com

Correspondent Name: Jonathan R. Vaitl

Address Line 1: 1 Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01891
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NAME OF SUBMITTER:	Jonathan R. Vaitl
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Signature:	/Jonathan R Vaitl/
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Date:	07/09/2012
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Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of July, 2012 by SOG SPECIALTY KNIVES AND TOOLS, LLC, a limited liability company formed under the laws of the State of Delaware (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor and SOG Specialty K & T Holdings, LLC ("Holdings," together with Grantor, the "Borrowers"), Lenders and Agent are parties to a certain Revolving Credit and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers (including Grantors) under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

4. Applicable Law. This Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of laws principles. Any judicial proceeding brought by Agent or any Lender with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the Commonwealth of Pennsylvania, United States of America or if necessary the State of New York, United States of America, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantor at its address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Grantor in the courts of any other jurisdiction. Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Grantor waives the right to remove any judicial proceeding brought against Grantor in any state court to any federal court. Any judicial proceeding by Grantor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Philadelphia, Philadelphia, Pennsylvania.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SOG SPECIALTY KNIVES AND TOOLS, LLC

By: Fred Keller
Name: Fred Keller
Title: President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: John J. Shields, Jr.
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SOG SPECIALTY KNIVES AND TOOLS, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

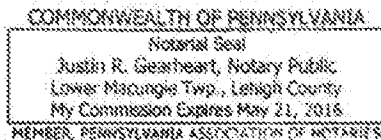
By: 
Name: John J. Shields, Jr.
Title: Senior Vice President


[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PA : SS
COUNTY OF Lehigh :

On this 24th of June, 2012, before me personally appeared Fred Keller, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of SOG Specialty Knives and Tools, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.




Notary Public
My Commission Expires:

[ACKNOWLEDGMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT]

SCHEDULE 1

TRADEMARKS

Registrations:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Owner</u>
SOG SPECIALTY KNIVES (Stylized)	1,597,203	05/22/1990	SOG Specialty Knives and Tools, LLC
PARATOOL	1,803,633	11/09/1993	SOG Specialty Knives and Tools, LLC
AUTOCLIP	1,912,262	08/15/1995	SOG Specialty Knives and Tools, LLC
POWER PLIER	1,926,294	10/10/1995	SOG Specialty Knives and Tools, LLC
SOG	1,973,051	05/07/1996	SOG Specialty Knives and Tools, LLC
CROSSCUT	2,162,879	06/02/1998	SOG Specialty Knives and Tools, LLC
TSUNAMI	2,322,292	02/22/2000	SOG Specialty Knives and Tools, LLC
SOG POWERLOCK	2,323,840	02/29/2000	SOG Specialty Knives and Tools, LLC
SWITCHPLIER	2,439,379	03/27/2001	SOG Specialty Knives and Tools, LLC
TRIDENT	2,827,848	03/30/2004	SOG Specialty Knives and Tools, LLC
AEGIS	3,455,361	06/24/2008	SOG Specialty Knives and Tools, LLC
FUSION BY SOG	3,503,024	09/16/2008	SOG Specialty Knives and Tools, LLC
FULCRUM	3,516,173	10/14/2008	SOG Specialty

			Knives and Tools, LLC
SL	3,585,583	3/10/2009	SOG Specialty Knives and Tools, LLC
LIVING ON THE EDGE	3,966,900	05/24/2001	SOG Specialty Knives and Tools, LLC
TOOL LOGIC	1,975,435	05/21/1996	SOG Specialty Knives and Tools, LLC

Mark	Registration Number	State / Country	Owner
TOOL LOGIC	644443	Community Trade Mark	SOG Specialty Knives and Tools, LLC
TOOL LOGIC	4310259	Japan	SOG Specialty Knives and Tools, LLC
SOG	134478	Community Trade Mark	SOG Specialty Knives and Tools, LLC
TOOL LOGIC	1975435	Community Trade Mark Japan	SOG Specialty Knives and Tools, LLC
SOG	1973051	Community Trade Mark Japan	SOG Specialty Knives and Tools, LLC

Applications:

Mark	Registration No.	Registration or Filing Date	Owner
SOGVISION	77/900,587	12/23/2009	SOG Specialty Knives and Tools, LLC

SCHEDULE 1

074658.01891/22141926v.2

TRADEMARK
REEL: 004816 FRAME: 0359

BLADELIGHT	77/966,578	3/23/2010	SOG Specialty Knives and Tools, LLC
DARK ENERGY	85/546,582	02/17/2012	SOG Specialty Knives and Tools, LLC
SAT	85/632,359	05/22/2012	SOG Specialty Knives and Tools, LLC

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

PATENTS

Registrations:

Application or Patent No.	Country	Issue or Filing Date	Title	Owner
6,941,661	U.S.	09/13/2005	Sat Original – (folding knife)	SOG Specialty Knives and Tools, LLC
7,530,130	U.S.	05/12/2009	V-Cutter – (multitool incising attachment method and apparatus)	SOG Specialty Knives and Tools, LLC
Des. 421,668	U.S.	03/14/2000	One Piece Folded Tweezers – (tweezers for a multipurpose tool)	SOG Specialty Knives and Tools, LLC
Des. 446,571	U.S.	08/14/2001	Recondo – (sporting knife)	SOG Specialty Knives and Tools, LLC
5,267,366	U.S.	12/07/1993	Paratool – (combination hand tool with retractable pliers jaws)	SOG Specialty Knives and Tools, LLC
5,572,793	U.S.	11/12/1996	Collings/Frazier Autoclip – (locking knife and sheath)	SOG Specialty Knives and Tools, LLC
5,297,341	U.S.	03/29/1994	Collins Autoclip –	SOG Specialty

SCHEDULE 1

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TRADEMARK
REEL: 004816 FRAME: 0360

			(locking knife and sheath)	Knives and Tools, LLC
5,893,631	U.S.	04/13/1999	Tool Logic Card Light – (Compact flashlight)	SOG Specialty Knives and Tools, LLC
5,957,013	U.S.	09/28/1999	Switchplier One Pivot – (hand tool with retractable jaw assembly)	SOG Specialty Knives and Tools, LLC
5,829,329	U.S.	11/03/1998	Switchplier Two Pivot – (hand tool with retractable jaw)	SOG Specialty Knives and Tools, LLC
6,003,180	U.S.	12/21/1999	Slideable Head Compound – (compound pliers tool with linked handles)	SOG Specialty Knives and Tools, LLC
6,282,997	U.S.	09/04/2001	Tool Covers - Scissor – (multipurpose tool and components thereof)	SOG Specialty Knives and Tools, LLC
5,809,599	U.S.	09/22/1998	Original Compound Leverage – (compound pliers tool with linked handles)	SOG Specialty Knives and Tools, LLC
6,070,504	U.S.	06/06/2006	Crosscut – (compound pliers tools with linked handles)	SOG Specialty Knives and Tools, LLC
6,474,202	U.S.	11/05/2002	Compound Leverage with Square Drive – (multipurpose tool and components)	SOG Specialty Knives and Tools, LLC
6,986,590	U.S.	01/17/2006	Articulated light	SOG Specialty Knives and Tools, LLC
7,059,053	U.S.	06/13/2006	Kimi Arc Lock – (folding knife with blade lock)	SOG Specialty Knives and Tools, LLC
7,124,510	U.S.	10/24/2006	Revolver – (knife with double-ended rotatable blade)	SOG Specialty Knives and Tools, LLC
7,634,858	U.S.	12/22/2009	Folding Knife with Finger Guard	SOG Specialty Knives and Tools, LLC
7,533,465	U.S.	05/19/2009	Folding Knife with Finger Guard	SOG Specialty Knives and

SCHEDULE 1

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TRADEMARK
REEL: 004816 FRAME: 0361

7,665,389	U.S.	02/23/2010	Kilowatt – (multitool with wire stripping element)	Tools, LLC SOG Specialty Knives and Tools, LLC
7,866,840	U.S.	01/11/2011	Tool Logic Light Magnet – (flashlight as tool handle)	SOG Specialty Knives and Tools, LLC
7,946,201	U.S.	05/24/2011	Piano Locks – (discrete multitool locking method and apparatus)	SOG Specialty Knives and Tools, LLC
8,011,048	U.S.	09/06/2011	V-Cutter – (multitool incising attachment method and apparatus)	SOG Specialty Knives and Tools, LLC
8,109,002	U.S.	02/07/2012	Kilowatt – (knife wire stripping back bar knife)	SOG Specialty Knives and Tools, LLC
7,793,570	U.S.	09/14/2010	Tension Locking Tool	SOG Specialty Knives and Tools, LLC
5/062,173	U.S.	11/05/1991	Collins Paratool – (multifunction tool)	SOG Specialty Knives and Tools
Des. 403,569	U.S.	01/05/1999	Crosscut – (folding hand tool)	SOG Specialty Knives and Tools, LLC
Des. 368,634	U.S.	04/09/1996	Power Plier – (combination hand tool)	SOG Specialty Knives and Tools, LLC
Des. 356,019	U.S.	03/07/1995	Attache Leather Handle Knife – (knife)	SOG Specialty Knives and Tools, LLC

Applications:

Application or Patent No.	Country	Issue or Filing Date	Title	Owner
12/837,375	U.S.	07/15/2010	Tritium Knife Assembly for Knife Handles	SOG Specialty Knives and Tools, LLC
12/844,725	U.S.	07/27/2010	Adjustable Thumbstud for Folding Knife	SOG Specialty Knives and Tools, LLC
12/658,094	U.S.	02/01/2010	Compact Tool	SOG Specialty

SCHEDULE 1

				Knives and Tools, LLC
11/743,079	U.S.	05/01/2007		SOG Specialty Knives and Tools, LLC
11/743,087	U.S.	05/01/2007		SOG Specialty Knives and Tools, LLC
12/156,207	U.S.	05/30/2008	Multitool Channels – (plier tool with multiple applications)	SOG Specialty Knives and Tools, LLC
11/952,815	U.S.	12/07/2007	SAT Original Continuation – (folding knife)	SOG Specialty Knives and Tools, LLC
12/696,467	U.S.	01/29/2010	Assisted Opening Multitool Method and Apparatus	SOG Specialty Knives and Tools, LLC
12/022,928	U.S.	01/30/2008	Lock Bar Lift Mechanism for a Folding Knife	SOG Specialty Knives and Tools, LLC
12/773,618	U.S.	05/04/2010	Wire Cutter Knife in Back	SOG Specialty Knives and Tools, LLC
12/022,897	U.S.	01/30/2008		SOG Specialty Knives and Tools, LLC
13/113,339	U.S.	05/23/2011	Piano Locks Continuation – (discrete multitool locking method and apparatus)	SOG Specialty Knives and Tools, LLC
12/881,030	U.S.	09/13/2010	Tesion Locking Tool	SOG Specialty Knives and Tools, LLC
12/540,495	U.S.	08/13/2009	Forward Extending Assisted Opening Knife	SOG Specialty Knives and Tools, LLC

SCHEDULE 1

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COPYRIGHTS

<u>Owner</u>	<u>Registration No.</u>	<u>Title</u>	<u>Effective Date of Registration</u>
SOG Specialty Knives and Tools, LLC	TX0003814611	Visual Material for Tool Clip Product Packaging	05/20/1994
SOG Specialty Knives and Tools, LLC	V3574D377	Visual material for tool clip product packaging. TX 3-814-611	01/16/2009

SCHEDULE 1

POWER OF ATTORNEY

July 3, 2012

SOG SPECIALTY KNIVES AND TOOLS, LLC (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, and Grantor and SOG Specialty K & T Holdings, LLC dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney as of the date first written above.

SOG SPECIALTY KNIVES AND TOOLS, LLC

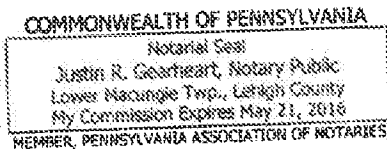
By: Fred Keller
Name: Fred Keller
Title: President

[SIGNATURE PAGE TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PA : SS
COUNTY OF Lehigh :

On this 29th of June, 2012, before me personally appeared Fred Keller, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of SOG Specialty Knives and Tools, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.




Notary Public
My Commission Expires:

[ACKNOWLEDGMENT TO POWER OF ATTORNEY TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT]