

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM307705

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Buerlein & Co. LLC	FORMERLY d/b/a EK Commando Knife Co.	05/29/2014	LIMITED LIABILITY COMPANY: VIRGINIA
Robert Buerlein		05/29/2014	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Ka-Bar Knives, Inc.
<b>Street Address:</b>	1116 East State Street
<b>City:</b>	Olean
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14760
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	1317692	EK
<b>Registration Number:</b>	4271631	BATTLE-PROVEN

**CORRESPONDENCE DATA**

**Fax Number:** 7168526100  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (716) 847-8400  
**Email:** spiatkowski@phillipslytle.com  
**Correspondent Name:** Phillips Lytle LLP  
**Address Line 1:** One Canalside  
**Address Line 2:** 125 Main Street  
**Address Line 4:** Buffalo, NEW YORK 14203

<b>ATTORNEY DOCKET NUMBER:</b>	5004.10000 (KA-BAR)
<b>NAME OF SUBMITTER:</b>	Sharon A. Piatkowski
<b>SIGNATURE:</b>	/Sharon A. Piatkowski/
<b>DATE SIGNED:</b>	06/16/2014

**Total Attachments: 3**  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of the 29<sup>th</sup> day of May, 2014, by and between BUERLEIN & CO. LLC d/b/a EK COMMANDO KNIFE CO., a Virginia limited liability company with its principal office at 6767 Forest Hill Avenue, Suite 305, Richmond Virginia 23225, and ROBERT BUERLEIN, an individual with offices at 6767 Forest Hill Avenue, Suite 305, Richmond, Virginia 23225, collectively ("Assignor"), and KA-BAR KNIVES, INC., a New York corporation with its principal office at 1116 East State Street, Olean, New York 14760 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of April 2, 2014 (the "Purchase Agreement"), pursuant to which Assignor agreed to transfer and assign, and Assignee agreed to purchase and accept from Assignor, certain assets;

WHEREAS, the acquired assets include, among other things, certain marks, trade dress, trademark registrations and applications set forth on Exhibit A attached hereto (the "Marks"), together with the goodwill of the business, goods and services connected with and symbolized by the Marks;

WHEREAS, Assignor desires to assign its right, interest and title in the Marks to Assignee and Assignee desires to acquire the entire right, title and interest in and to the Marks; and

WHEREAS, in order to evidence the acquisition of Assignor's right, title and interest in and to the Marks, Assignor desires to execute this Assignment in favor of Assignee.

NOW THEREFORE, in exchange for good and valuable consideration the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below:

### 1. Assignment of Marks.

1.1 Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest, whether grounded in common law, state law or federal law, or otherwise, in and to the Marks in the United States and all jurisdictions outside the United States, together with all goodwill of the business, goods and/or services connected with and symbolized by the Marks and in and to all income, royalties, or damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Marks, (including, without limitation, the right to renew any existing registrations of the Marks, the right to apply for registrations within or outside the United States based in whole or in part upon the Marks, and any priority right that may arise from the Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest would have been enjoyed by Assignee had it been the original owner of the Marks.

1.2 Assignor authorizes the United States Patent and Trademark Office, and any counterpart of jurisdictions outside the United States, to record the assignment and transfer of the registrations for the Marks to Assignee as assignee of Assignor's entire right, title and interest therein.

1.3 The rights transferred by this Assignment include the right to bring all legal actions related to the Marks and registration, including actions for any infringement, no matter whether the infringement occurred before or after this Assignment, and the right to recover damages for such infringement.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

4. Entire Agreement; Amendment. This Agreement is subject to all of the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control. Nothing in this Agreement is intended to modify or supersede any of the provisions of the Purchase Agreement. This Agreement shall not be amended or modified except by a writing signed by the parties hereto.

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

Assignor:

BUERLEIN & CO. LLC

By: 

Name: Robert K. Buerlein

Title: President



ROBERT BUERLEIN

Assignee:

KA-BAR KNIVES, INC.

By: 

Name: James Smith

Title: President

Exhibit A

FEDERALLY-REGISTERED

Ek®, Registration No. 1,317,692, Registration Date: 02/05/1985

Battle-Proven®, Registration No. 4,271,631, Registration Date: 01/08/2013

COMMON-LAW

Gripping Grooves™

Fairbairn-Sykes Mk II™

F-S MkII™

Handprint™ Grips

Gunstock™ Grips

"C" -Guard™

Desert Patrol™

X-Head Fasteners™

X-Head Fastener System™

Professional-Grade™ Knives

Knives for Professionals™

Marine Raider Stiletto Mk II.™

"A Good Knife Can Save a Life"™

Battle Proven in Six Wars™

"America's Best Military Knives"™

The Official Knives of the U.S. Marine Raider Association and the U.S. Army Ranger Association™ \*\*

"When your life depends on a knife, make *sure* it's an Ek!"™

"An Ek® Knife will serve you the *best*, when you need it the *most*"™

Poured-Lead Rivets™

*Way* Over-built, so *you* prevail in combat!™

We make each knife like our life *depends* on it!™