

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gatco Ventures LLC		10/07/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	W.R. Case & Sons Cutlery Company		
Street Address:	50 Owens Way		
City:	Bradford		
State/Country:	PENNSYLVANIA		
Postal Code:	16701		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2222526	AVIATOR	
Registration Number:	4743717	CAPE COD COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	8143632691		
<i>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.</i>			
Email:	trademark@zippo.com		
Correspondent Name:	Elizabeth Seals		
Address Line 1:	33 Barbour Street		
Address Line 4:	Bradford, PENNSYLVANIA 16701		
NAME OF SUBMITTER:	Elizabeth Seals		
SIGNATURE:	/Elizabeth Seals/		
DATE SIGNED:	12/14/2016		
Total Attachments: 30			
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TRANSFER STATEMENT

This Transfer Statement is dated as of October 7, 2016 (the "*Effective Date*"), is made pursuant to that certain Secured Creditor's Collateral Disposition Agreement dated as of October 7, 2016 (the "*Disposition Agreement*"). Capitalized terms not otherwise defined in this Transfer Statement shall have the meanings ascribed to such terms in the Disposition Agreement.

This Transfer Statement is executed by GATCO Ventures LLC, a New York limited liability company with a place of business at 465 Main Street, Suite 600, Buffalo, New York 14203 ("*Seller*"), pursuant to and in accordance with Section 9619 of the Uniform Commercial Code, with reference to the following:

- (i) Seller is the lender under that certain Promissory Note and Security Agreement dated October 8, 2015, attached hereto as Appendix A (the "*Loan Agreement*") between Seller and The Great American Tool Company Inc., a Delaware corporation with a place of business at 7223 Boston State Road, Boston, New York 14075 ("*Debtor*").
- (ii) As security for the performance of Debtor's obligations under the Loan Agreement, Debtor granted Seller a security interest in all of Debtor's right, title and interest in the Acquired Assets, which include the intellectual property and other assets listed on Appendix B hereto, along with any and all goodwill relating thereto.
- (iii) Debtor defaulted under the terms of the Loan Agreement.
- (iv) Seller has exercised its post-default remedies with respect to the Acquired Assets as follows: Seller and Debtor entered into a Voluntary Surrender Agreement attached hereto as Appendix A, dated as of July 12, 2016, pursuant to which Debtor surrendered possession of the Acquired Assets to Seller. Pursuant to the Disposition Agreement and the Bill of Sale thereunder, Seller does hereby transfer to W.R. Case & Sons Cutlery Company ("*Buyer*") all of the right, title and interest in and to the Acquired Assets owned by Debtor, including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Buyer, its successors, assigns, and legal representatives.
- (v) Seller represents and warrants that the value of the Acquired Assets is less than the debt that was owed by Debtor to Seller.
- (vi) Buyer has acquired all right, title, interest, claim and estate heretofore held by Debtor in the Acquired Assets. As a result, Buyer is entitled to, among other things, the benefit and enjoyment of all rights conferred upon Debtor by Section 9619(b) of the Uniform Commercial Code.

(vii) Names and Mailing Addresses:

1) The name and mailing address of the Debtor is as follows:

The Great American Tool Company Inc.
7223 Boston State Road
Boston, New York 14075

2) The name and mailing address of Seller is as follows:

GATCO Ventures LLC
465 Main Street, Suite 600
Buffalo, New York 14203

3) The name and mailing address of Buyer (who is the transferee hereunder) is as follows:

W.R. Case & Sons Cutlery Company
50 Owens Way
Bradford, PA 16701

(viii) Seller agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Transfer Statement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the intellectual property listed in Appendix B in any jurisdiction. In addition, and without limiting the generality of the foregoing, Seller further agrees, at the request of Buyer or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Acquired Assets, and to otherwise aid assignee or its successors in interest in enforcing intellectual property rights in the Acquired Assets, all at the expense of Buyer or its successors in interest.

(ix) Seller hereby constitutes and appoints Buyer and its successors and assigns as Seller's true and lawful attorneys with full power of substitution, in Seller's name and stead but on behalf and for the benefit of the Buyer and its successors and assigns, to demand and receive any and all of the Acquired Assets and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Buyer and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, which the Buyer or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Acquired Assets, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Acquired Assets which the Buyer or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be

irrevocable by the Seller or by dissolution of the Seller or in any manner or for any reason whatsoever.

- (x) The formation, construction, and performance of this Transfer Statement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of New York applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.
- (xi) This Transfer Statement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, Seller and Buyer have caused this Transfer Statement to be executed by their duly authorized representatives as of the Effective Date.

SELLER:

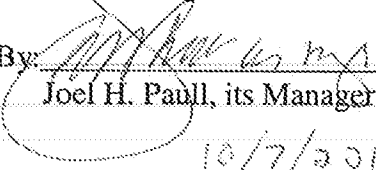
BUYER:

GATCO Ventures LLC

W.R. Case & Sons Cutlery Company

By: JHP, LLC, Manager

By: _____

By: 
Joel H. Paull, its Manager

Name: Donald Hall

Title: Chief Financial Officer

10/7/2016

Doc #509629.2

irrevocable by the Seller or by dissolution of the Seller or in any manner or for any reason whatsoever.

10. The formation, construction, and performance of this Transfer Statement, including the rights and duties of the parties hereunder, shall be construed, interpreted, governed, applied and enforced in accordance with the laws of the State of New York applicable to agreements entered into and performed entirely therein by residents thereof, without regard to any provisions relating to conflicts of laws among different jurisdictions.

- ~~11. This Transfer Statement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.~~

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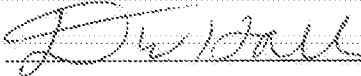
SELLER:

BUYER:

GATCO Ventures LLC

W.R. Case & Sons Cutlery Company

By: _____

By: 

Name: _____

Name: Donald Hall

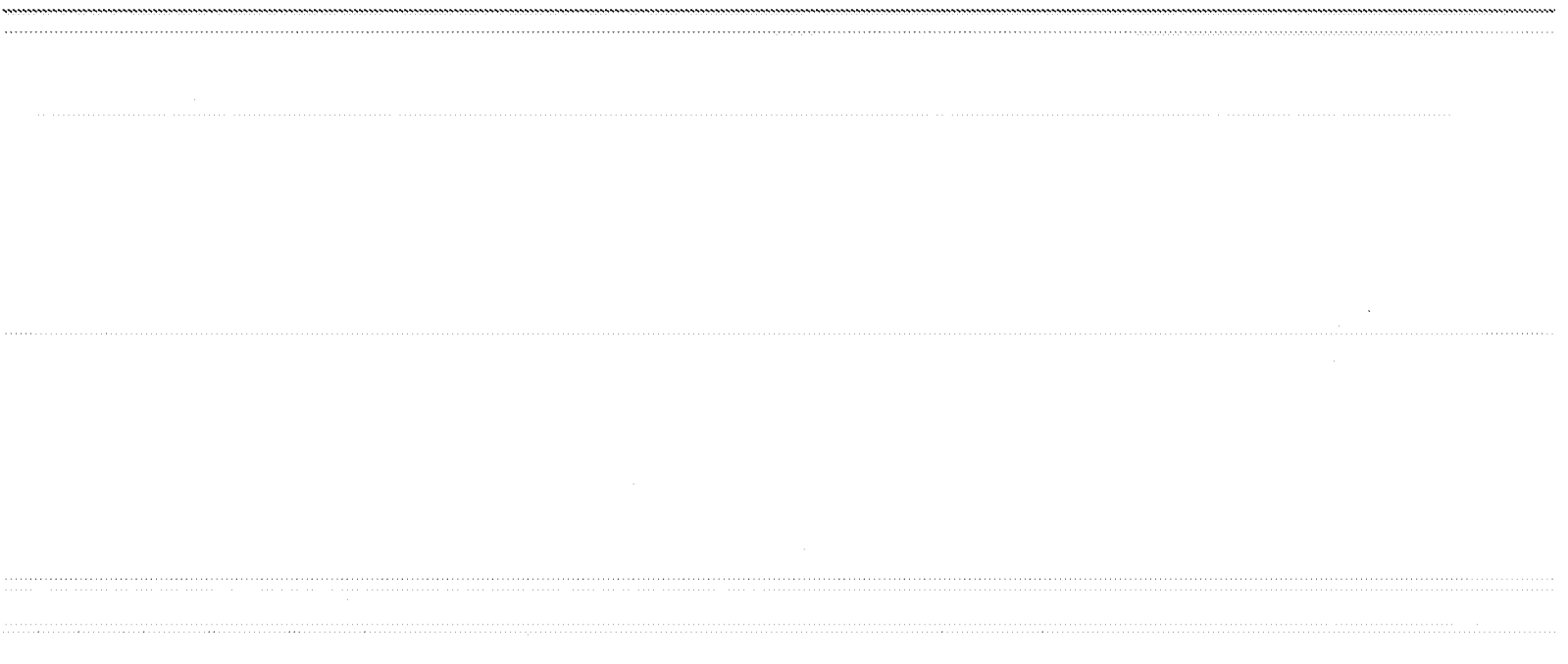
Title: _____

Title: Chief Financial Officer

7 Oct. 2016

Doc #508791.10

APPENDIX A



PROMISSORY NOTE

\$1,012,810.55

October 8, 2015
Buffalo, New York

FOR VALUE RECEIVED, THE GREAT AMERICAN TOOL COMPANY, INC., a corporation organized and existing under the laws of Delaware, with its principal place of business at 7223 Boston State Road, Boston, New York 14075 (the "Borrower") hereby promises to pay to the order of GATCO VENTURES LLC, a New York limited liability company, with an address at 465 Main Street, Suite 600, Buffalo, New York 14203 (the "Lender"), the principal amount of One Million Twelve Thousand Eight Hundred Ten and 55/100 Dollars (\$1,012,810.55), together with interest thereon from the date hereof at the rate of ten percent (10%) per annum until maturity, such principal and interest being payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment at Buffalo, New York, or at such other place within or without the State as the owner may from time to time designate, on the date and in the following manner:

a. The Borrower will make twelve (12) monthly partial interest payments of interest at the rate of five percent (5%) per annum on the unpaid principal balance, commencing on November 8, 2015 and continuing on the 8th day of each month thereafter through and including October 8, 2016 ("Year One");

b. The Borrower will make a payment on October 8, 2016, in an amount equal to the difference between the (i) interest paid to such date, and (ii) the interest accrued to such date at the rate of ten percent (10%) per annum on the unpaid principal amount and the unpaid interest, compounded monthly;

c. Thereafter, the Borrower will make twenty-four (24) monthly payments of interest only, at the rate of ten percent (10%) per annum on the unpaid principal balance, commencing on November 8, 2016 and continuing on the 8th day of each month thereafter through and including October 8, 2018;

d. Thereafter, the Borrower will make equal monthly payments of \$21,519.23 (intending to be an amount to fully amortize the principal amount of this Note on a five (5) year basis) on the 8th day of November 2018 and on the 8th day of each and every month thereafter to and including the 8th day of October 2020, when the entire balance of principal then remaining unpaid, together with any accrued but unpaid interest, shall become due and payable, each of said monthly payments to be applied first on account of interest thereon at the rate of ten percent (10%) per annum on the unpaid principal balance and the balance on account of said principal sum.

All payments made shall be applied first to interest and then to principal under this Note.

This Note is subject to the terms of a Loan Agreement dated October 8, 2015 by and among the Borrower and JNA Boston LLC, as Borrower, and the Lender, as amended or

modified from time to time (the "Loan Agreement"). Capitalized terms not defined in this Note shall have the meanings given to them in the Loan Agreement.

The entire unpaid principal amount of this Note shall, at the election of the Lender, become and be immediately due and payable without presentment, demand, protest or further notice of any kind, upon the occurrence of any "Event of Default", as defined under the Loan Agreement. Upon the occurrence of the foregoing events or conditions, the rate of interest payable on the unpaid principal amount of this Note shall immediately and without notice increase to fourteen percent (14%) per annum.

~~This Note may be prepaid in whole or in part at any time without penalty or premium.~~
Any partial prepayments shall be applied first to any accrued and unpaid interest under this Note, and then to installments of principal, in inverse order of maturity.

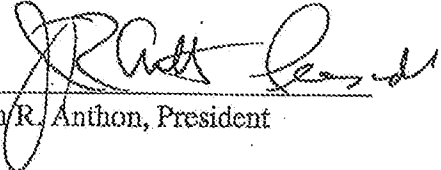
Whenever any payment to be made under this Note shall be stated to be due on a Saturday, Sunday, or public holiday (any other day being a "Business Day"), such payment shall be made on the next succeeding Business Day.

This Note is subject to the express condition that at no time shall the undersigned be obligated or required to pay interest at a rate in excess of the maximum rate permitted by law. If by the terms of this Note the undersigned is required to pay interest at a rate in excess of such maximum rate, the rate of interest shall be deemed to be reduced immediately to such maximum rate and all previous payments in excess of such maximum rate shall be immediately and automatically applied to the unpaid principal balance of this Note and not to the payment of interest. The Borrower agrees to pay all reasonable costs and expenses incurred by the Lender in collecting any amount owing pursuant to this Note or enforcing any of the rights of the Lender under this Note, including, without limitation, reasonable attorneys' fees.

This Note shall be construed and interpreted in accordance with the laws of the State of New York, without regard to principles of conflict of laws.

This Note amends, modifies and replaces a Demand Grid Note in the amount of \$250,000 dated June 29, 2009 made by the Borrower to First Niagara Bank, N.A. which has been assigned and transferred to the Lender and also evidences the additional amount of \$820,611.29 loaned by the Lender to the Borrower on this date.

THE GREAT AMERICAN TOOL COMPANY,
INC.

By: 
John R. Anthon, President

Doc #446157.5

{3322463;2 }

SECURITY AGREEMENT

Dated: October 8, 2015

THE GREAT AMERICAN TOOL COMPANY INC., a Delaware corporation, whose address is 7223 Boston State Road, Hamburg, NY 14075 (herein called the "Debtor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees with GATCO VENTURES LLC, a New York limited liability company whose address is 465 Main Street, Suite 600, Buffalo, New York 14203 (herein called the "Secured Party"), as follows:

1. **Definitions.** Unless defined elsewhere in this Security Agreement (the "Agreement"), (a) capitalized terms used herein which are defined in the Uniform Commercial Code of the State of New York (the "UCC") shall have the meanings given therein and (b) any capitalized terms that are used in this Agreement and defined in both Article 9 of the UCC and elsewhere in the UCC shall have the meanings given in Article 9 of the UCC.

2. **Security Interest.** The Debtor hereby grants to the Secured Party a security interest (herein called the "Security Interest") in all property of the following types, wherever located and whether now owned or hereafter owned or acquired by the Debtor, whether or not affixed to realty, and all Proceeds thereof in any form: Accounts, Inventory, Equipment, Fixtures, Instruments, Documents, Chattel Paper, General Intangibles, Investment Property, Deposit Accounts and Letter-of-Credit Rights (herein collectively called the "Collateral").

3. **Obligations Secured.** The Security Interest secures the payment of any and all indebtedness and liabilities of the Debtor to Secured Party, of every kind, nature and description, direct or indirect, whether as principal, surety, guarantor or otherwise, joint and several, absolute or contingent, and whether now existing or hereafter incurred, and the Security Interest further secures the full and punctual payment and performance of all obligations and liabilities of the Debtor under this Security Agreement (all said indebtedness, obligations and liabilities described above in this paragraph are herein collectively called the "Obligations").

4. **Representations and Warranties of Debtor.** The Debtor represents and warrants, and, so long as this Agreement is in effect, shall be deemed continuously to represent and warrant that: (a) the Debtor is the owner of the Collateral free of all security interests or other encumbrances, except the Security Interest and except as specified in Schedule A attached hereto and made a part hereof; (b) the Debtor is authorized to enter into this Agreement; (c) the Debtor's state of organization and exact legal name are as specified above; the Debtor's organizational identification number (if any) is set forth in Schedule A hereto; the Debtor's chief executive office is at the Debtor's address specified above; the Debtor's other business addresses are located as specified in Schedule A attached hereto; and the Debtor's records concerning the Collateral are kept at the Debtor's address specified above and on Schedule A hereto; and any and all tradenames, division names, assumed names or other names under which the Debtor transacts any part of its business are specified in Schedule A hereto; (d) each Account, General Intangible and Chattel Paper (if any) constituting the Collateral is, to the best of the Debtor's knowledge, genuine and enforceable in accordance with its terms against the party obligated to

pay it (herein called the "Account Debtor") and no Account Debtor has any defense, setoff, claim or counterclaim against the Debtor which can be asserted against the Secured Party, whether in any proceeding to enforce the Collateral or otherwise; (e) the amounts represented from time to time by the Debtor to the Secured Party as owing by each Account Debtor or by all Account Debtors will be and are the correct amounts actually and unconditionally owing by such Account Debtor or Debtors individually and in the aggregate, except for normal cash discounts or allowances where applicable and defenses, offsets, claims and counterclaims arising in the ordinary course of business; (f) each Instrument and each Document (if any) constituting the Collateral is genuine and in all respects what it purports to be; and (g) if any part of the Collateral is or will be a Fixture, it is or will be affixed to real property located at the Debtor's address specified above.

5. **Covenants of Debtor.** So long as this Agreement is in effect, the Debtor: (a) will defend the Collateral against the claims and demands of all other Persons, including, without limitation, defenses, setoffs, claims and counterclaims asserted by any Account Debtor against the Debtor or the Secured Party, except defenses, offsets, counterclaims and claims arising in the ordinary course of the Debtor's business; will keep the Collateral free from all security interests or other encumbrances, except the Security Interest and except as specified in Schedule A attached hereto; will not sell, transfer, lease, assign, deliver or otherwise dispose of any Collateral or any interest therein without the prior written consent of the Secured Party, except that, until the occurrence of an Event of Default, the Debtor may, in the ordinary course of the Debtor's business, sell or lease Inventory and sell or otherwise dispose of Equipment which is worn out or no longer needed for the conduct of the Debtor's business; and, with respect to Collateral which consists of Equipment, Fixtures or Inventory, will keep such Collateral at the locations, if any, specified in Paragraph 4 hereof; (b) will notify the Secured Party promptly in writing of any change in the Debtor's business addresses or chief executive office, any change in the address at which records concerning the Collateral are kept, any change in the Debtor's name, identity or corporate or other structure, and any change in the Debtor's state of organization or organizational identification number; (c) will keep, in accordance with generally accepted accounting principles consistently applied, accurate and complete books and records, including, without limitation, records concerning the Collateral; at the Secured Party's request, will mark any and all such books and records to indicate the Security Interest; will permit the Secured Party or its agents to inspect the Collateral and to audit and make extracts from or copies of such books and records and any of the Debtor's ledgers, reports, correspondence or other books and records; and will duly account to the Secured Party's satisfaction, at such time or times as the Secured Party may require, for any of the Collateral; (d) will deliver to the Secured Party upon demand, all Documents and all Chattel Paper (duly endorsed to the Secured Party) constituting, representing or relating to the Collateral or any part thereof, and any schedules, invoices, shipping documents, delivery receipts, purchase orders, contracts or other documents representing or relating to the Collateral or any part thereof; (e) will not make or agree to make any alteration, modification or cancellation of, or substitution for, or credits, adjustments or allowances on, Accounts, General Intangibles or Chattel Paper constituting Collateral except in the ordinary course of the Debtor's business (ordinary wear and tear excepted); will furnish to the Secured Party, on request, all credit and other information respecting the financial condition of any Account Debtor; (f) will keep the Collateral in good condition and repair; and will not use the Collateral in violation of any provisions of this Agreement, of any applicable statute, regulation or ordinance or of any policy insuring the Collateral; (g) will pay all taxes,

assessments and other charges of every nature which may be imposed, levied or assessed against the Debtor or any of the Debtor's assets, prior to the date of attachment of any penalties or liens with respect thereto (other than liens attaching prior to payment becoming due, if payment is made when due), provided, however, the Debtor shall not be required to pay any such tax, assessment or other charge so long as its validity is being contested in good faith by appropriate proceedings diligently conducted; (h) will insure the Collateral against risks, in coverage, form and amount, and by insurer, satisfactory to the Secured Party, and will cause each policy to be payable to the Secured Party as a named insured and loss payee, as its interest may appear, and to contain an agreement by the insurer that such policy shall not be canceled or modified without at least thirty (30) days' prior written notice to the Secured Party, and, upon the Secured Party's request, will deliver each policy or certificate of insurance to the Secured Party; (i) will prevent the Collateral or any part thereof from being or becoming an accession to other goods not covered by this Agreement; (j) in connection herewith, will execute and deliver to the Secured Party such assignments and other documents and do such other things relating to the Collateral and the Security Interest as the Secured Party may request; and pay all costs of title searches and filing financing statements, continuation statements, assignments and other documents in all public offices requested by the Secured Party; and will not, without the prior written consent of the Secured Party, file or authorize or permit to be filed in any public office any financing statement naming the Debtor as debtor and not naming the Secured Party as secured party except as specified in Schedule A hereto; and (k) if the Collateral is not a Fixture, will prevent the Collateral or any part thereof from becoming a Fixture.

6. **Verification of Collateral.** The Secured Party shall have the right to verify all or any Collateral in any manner and through any medium the Secured Party may consider appropriate, and the Debtor agrees to furnish all assistance and information and perform any acts which the Secured Party may require in connection therewith and to pay all of the Secured Party's costs therefor. The Secured Party shall also have the right to request any other secured parties of the Debtor to provide accountings, confirmations of collateral and confirmations of statements of account concerning the Debtor. The Debtor hereby designates and appoints the Secured Party and its designees as attorneys-in-fact of the Debtor irrevocably and with power of substitution, with authority to endorse the Debtor's name on requests to other secured parties of the Debtor for accountings, confirmations of collateral and confirmations of statements of account.

7. **Notification and Payments.** After the occurrence of an Event of Default, the Secured Party may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on the Collateral to the Secured Party; all payments on and from the Collateral received by the Secured Party directly or from the Debtor shall be applied to the Obligations in such order and manner and at such time as the Secured Party shall, in its sole discretion, determine. After the occurrence of an Event of Default, the Secured Party may demand of the Debtor in writing, before or after notification to Account Debtors and without waiving in any manner the Security Interest, that any payments on and from the Collateral received by the Debtor: (i) shall be held by the Debtor in trust for the Secured Party in the same medium in which received; (ii) shall not be commingled with any assets of the Debtor; and (iii) shall be delivered to the Secured Party in the form received, properly endorsed to permit collection, not later than the next business day following the day of their receipt; and the Debtor shall comply with such demand. The Debtor shall also promptly notify the Secured Party of the

return or repossession by the Debtor of Goods underlying any Collateral, and the Debtor shall hold the same in trust for the Secured Party and shall dispose of the same as the Secured Party directs.

8. **Collateral Consisting of Investment Property.** If any of the Collateral consists of Investment Property, (a) the Debtor authorizes the Secured Party to transfer such Collateral or any part thereof into its own name or that of its nominee so that the Secured Party or its nominee may appear of record as the sole owner thereof; provided, that so long as no Event of Default has occurred, the Secured Party shall deliver promptly to the Debtor all notices, statements or other communications received by it or its nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall give to the Debtor or its designee a proxy or proxies to vote and take all action with respect to such property; provided further that after the occurrence of an Event of Default, the Debtor waives all rights to be advised of or to receive any notices, statements or communications received by the Secured Party or its nominee as such record owner, and agrees that no proxy or proxies given by the Secured Party to the Debtor or its designee as aforesaid shall thereafter be effective; and (b) the Debtor further agrees to execute such other documents and to perform such other acts, and to cause any issuer, securities intermediary or commodity intermediary to execute such other documents and to perform such other acts as may be necessary or appropriate in order to give the Secured Party "control" of such Investment Property, as defined in the UCC, which "control" shall be in such manner as the Secured Party shall designate in its sole judgment and discretion, including, without limitation, an agreement by any issuer, securities intermediary or commodity intermediary that it will comply with instructions in the case of an issuer, entitlement orders in the case of a securities intermediary or directions in the case of a commodity intermediary, originated by the Secured Party, whether before or after the occurrence of an Event of Default, without further consent by the Debtor.

9. **Collateral Consisting of Deposit Accounts, Letter-of-Credit Rights or Electronic Chattel Paper.**

a. With respect to Collateral consisting of a Deposit Account, promptly after the request of the Secured Party, the Debtor agrees to execute such other documents and to perform such other acts, and to cause any bank with which any such Deposit Account is maintained to execute such other documents and to perform such other acts, as may be necessary or appropriate in order to give the Secured Party "control" of such Deposit Account, as defined in Section 9-104 of the UCC, which "control" shall be in such manner as the Secured Party shall designate in its sole judgment and discretion acting reasonably, including, without limitation, a written agreement (hereinafter called the "Deposit Account Control Agreement") executed by the Debtor, the Secured Party and any such bank, which Deposit Account Control Agreement shall contain provisions, in addition to such other provisions as the Secured Party may require in its sole judgment and discretion acting reasonably, to the effect that (i) such bank will comply with instructions originated by the Secured Party directing disposition of all or any part of the funds in such Deposit Account, after the occurrence and during the continuation of any Event of Default, and (ii) such bank will not comply with any such instructions originated by the Debtor or any other entity or person, except to the extent expressly permitted by the Secured Party in such Deposit Account Control Agreement.

b. With respect to Collateral consisting of a Letter-of-Credit Right, promptly after the request of the Secured Party, the Debtor agrees to execute such other documents and to perform such other acts, and to cause the issuer or any nominated person under the related letter of credit to execute such other documents and to perform such other acts, as may be necessary or appropriate in order to give the Secured Party "control" of such Letter-of-Credit Right, as defined in Section 9-107 of the UCC.

c. With respect to Collateral consisting of Electronic Chattel Paper, promptly after the request of the Secured Party, the Debtor further agrees to take all steps as may be necessary or appropriate in order to give the Secured Party "control" of such Electronic Chattel Paper, as defined in Section 9-105 of the UCC.

10. Income from and Interest on Collateral Consisting of Instruments, Investment Property or Deposit Accounts.

a. Until the occurrence of an Event of Default, the Debtor reserves the right to receive all income from or interest on the Collateral consisting of Instruments, Investment Property or Deposit Accounts, and if the Secured Party receives any such income or interest prior to such an Event of Default, the Secured Party shall pay such income or interest promptly to the Debtor.

b. Upon the occurrence of an Event of Default, the Debtor will not demand or receive any income from or interest on such Collateral, and if the Debtor receives any such income or interest without any demand by it, such income or interest shall be held by the Debtor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Debtor and shall be delivered to the Secured Party in the form received, properly endorsed to permit collection, not later than the next business day following the day of its receipt. The Secured Party may apply the net cash receipts from such income or interest to payment of any of the Obligations, provided that the Secured Party shall account for and pay over to the Debtor any such income or interest remaining after payment in full of the Obligations.

11. Increases, Profits, Payments or Distributions.

a. After an Event of Default has occurred, the Debtor authorizes the Secured Party: (i) to receive any increase in or profits on the Collateral (including, without limitation, any stock issued as a result of any stock split or dividend, any capital distributions and the like), and to hold the same as part of the Collateral; and (ii) to receive any payment or distribution on the Collateral upon redemption by, or dissolution and liquidation of, the issuer; to surrender such Collateral or any part thereof in exchange therefor; and to hold the net cash receipts from any such payment or distribution as part of the Collateral.

b. If the Debtor receives any such increase, profits, payments or distributions, the Debtor will receive and deliver such increase, profits, payments or distributions promptly to the Secured Party on the same terms and conditions set forth in paragraph 9(b) hereof respecting income or interest, to be held by the Secured Party as part of the Collateral.

12. Default.

a. An "Event of Default" under the Loan Agreement of even date herewith by and between the Debtor and JNA Boston LLC, as Borrower, and the Secured Party, as Lender, as amended or modified from time to time, shall constitute an "Event of Default" hereunder.

b. If any one or more of the Events of Default shall occur, all or any part of any Obligations not payable on demand shall, at the election of the Secured Party, become and be due and payable at once, without presentment, demand, protest or further notice of any kind. The provisions of this subparagraph are not intended in any way to and do not affect any rights of the Secured Party with respect to any Obligations which may now or hereafter be payable on demand.

c. The Secured Party's rights and remedies with respect to the Collateral shall be those of a Secured Party under the UCC and under any other applicable law, as the same may from time to time be in effect, in addition to those rights and remedies granted herein, and in any other agreement now or hereafter in effect between the Debtor and the Secured Party. If any one or more of the Events of Default shall occur, the Secured Party may require the Debtor to assemble the Collateral and make it available to the Secured Party at a place or places designated by the Secured Party, and the Secured Party may use and operate the Collateral, and, in this regard, the Secured Party shall be entitled as a matter of right, if it shall so elect, forthwith, without prior demand or notice, and without regard to the value of the Collateral or any part thereof, to the appointment of a receiver or receivers of the Collateral or any part thereof, and of all revenues and profits thereof, in order to manage, protect and preserve the Collateral or any part thereof and to continue the operations and business of the Debtor, with such powers as the court making such appointment shall confer, which may comprise any or all of the powers that the Secured Party is authorized to exercise hereunder or under applicable law. The Debtor further agrees that it is commercially reasonable for the Secured Party to disclaim all warranties with respect to any sale or other disposition of the Collateral.

d. Without in any way requiring notice to be given in the following time and manner, the Debtor agrees that any notice by the Secured Party of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to the Debtor if such notice is mailed by regular or certified mail, postage prepaid, at least ten (10) days prior to such action, to the Debtor's address specified above or to any other address which the Debtor has specified in writing to the Secured Party as the address to which notices hereunder shall be given to the Debtor.

e. The Debtor agrees to pay on demand all reasonable costs and expenses incurred by the Secured Party in enforcing this Agreement, in realizing upon or protecting any Collateral and in enforcing and collecting any Obligations or any guaranty thereof, including, without limitation, if the Secured Party retains counsel for advice, suit, appeal, insolvency or other proceedings under the federal Bankruptcy Code or otherwise, or for any of the above purposes, the reasonable attorneys' fees incurred by the Secured Party. Payment of all moneys hereunder is secured by the Collateral.

13. Miscellaneous.

a. The Debtor hereby authorizes the Secured Party, at the Debtor's expense, at any time and from time to time to file any initial financing statement(s) and amendments and continuations with respect thereto that indicate the Collateral (including as being "all assets" of the Debtor) and containing such other information as the Secured Party may determine to be necessary or appropriate to perfect and continue the Security Interest. The Debtor also ratifies any initial financing statements or amendments thereto filed by the Secured Party prior to the date of this Agreement to perfect the Security Interest and any prior authorization for Secured Party to file such financing statement(s) prior to the date of this Agreement.

b. After the occurrence of an Event of Default, the Secured Party may demand, collect and sue on any of the Accounts, Chattel Paper, Instruments and General Intangibles (in either the Debtor's or the Secured Party's name at the latter's option); may enforce, compromise, settle or discharge such Collateral without discharging the Obligations or any part thereof; and may endorse the Debtor's name on any and all checks, commercial paper and any other Instruments pertaining to or constituting the Collateral.

c. As further security for the payment of the Obligations, the Debtor hereby grants to the Secured Party a security interest in and lien on any and all property of the Debtor which is or may hereafter be in the possession or control of the Secured Party in any capacity or of any Person acting on its behalf, including, without limitation, all deposit and other accounts and all moneys owed or to be owed by the Secured Party to the Debtor; and with respect to all of such property, the Secured Party shall have the same rights hereunder as it has with respect to the Collateral. Without limiting any other right of the Secured Party, whenever the Secured Party has the right to declare any Obligations to be immediately due and payable (whether or not it has so declared), the Secured Party at its sole election may set off against the Obligations any and all moneys then or thereafter owed to the Debtor by the Secured Party in any capacity, whether or not the Obligations or the obligation to pay such moneys owed by the Secured Party is then due, and the Secured Party shall be deemed to have exercised such right of set off immediately at the time of such election even though any charge therefor is made or entered on the Secured Party's records subsequent thereto.

d. Upon the Debtor's failure to perform any of its duties hereunder, the Secured Party may, but shall not be obligated to, perform any or all such duties, including, without limitation, payment of taxes, assessments, insurance and other charges and expenses as herein provided, and the Debtor shall pay an amount equal to the cost thereof to the Secured Party on demand by the Secured Party. Payment of all moneys hereunder is secured by the Collateral.

e. No course of dealing between the Debtor and the Secured Party and no delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Obligations shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Secured Party may remedy any default by the Debtor hereunder or with respect to any Obligations in any reasonable manner without waiving the

default remedied and without waiving any other prior or subsequent default by the Debtor. All rights and remedies of the Secured Party hereunder are cumulative.

f. The Secured Party shall have no obligation to take, and the Debtor shall have the sole responsibility for taking, any and all steps to preserve rights against any and all other Persons who are parties to any Instrument, Chattel Paper or Investment Property constituting the Collateral, whether or not in the Secured Party's possession. The Secured Party shall not be responsible to the Debtor for loss or damage resulting from the Secured Party's failure to enforce or collect any such Collateral or to collect any moneys due or to become due thereunder. Debtor waives protest of any Instrument constituting the Collateral at any time held by the Secured Party on which the Debtor is in any way liable and waives notice of any other action taken by the Secured Party.

g. The Debtor authorizes the Secured Party, without notice or demand and without affecting the Debtor's obligations hereunder, from time to time: (i) to exchange, enforce or release any collateral or any part thereof (other than the Collateral) taken from any person for payment of the Obligations or any part thereof; (ii) to release, substitute or modify any obligation of any endorser, guarantor or other person in any way obligated to pay the Obligations or any part thereof, or any person who has given any security, mortgage or other interest in any other collateral as security for the payment of the Obligations or any part thereof; (iii) if any one or more of the Events of Default shall occur, to direct the order or manner of disposition of the Collateral and any and all other collateral and the enforcement of any and all endorsements, guaranties and other obligations relating to the Obligations or any part thereof, as the Secured Party, in its sole and absolute discretion, may determine; and (iv) to determine how, when and what application of payments and credits, if any, shall be made on the Obligations or any part thereof.

h. The rights and benefits of the Secured Party hereunder shall, if the Secured Party so directs, inure to any person acquiring any interest in the Obligations or any part thereof.

i. This Agreement shall be binding upon the Debtor, its legal representatives, successors and assigns, and shall inure to the benefit of the Secured Party, its legal representatives, successors and assigns.

j. In the event more than one person joins as Debtor in the execution of this Agreement, the term "Debtor" shall include each as well as all of them, and all obligations, agreements, covenants, representations and warranties hereunder shall be their joint and several obligations, agreements, covenants, representations and warranties. Wherever used herein, words of singular neuter import shall be read as if written in the plural, masculine or feminine whenever the circumstances so require.

k. No rescission, waiver, release, modification or amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by a duly authorized officer of the Secured Party.

l. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, notwithstanding the fact that any one or more of the other loan documents may be governed and construed under the laws of any other jurisdiction.

m. All notices, requests, demands, directions and other communications which may or are required to be given, served or sent by either the Secured Party or the Debtor to the other under this Agreement shall be in writing and shall be deemed to have been properly given or sent if (i) mailed by registered or certified mail with postage prepaid, return receipt requested, or (ii) sent by Federal Express or similar courier service, and addressed to the applicable party at the address stated above, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this subparagraph (m). All such notices, requests, demands, directions and other communications shall, when mailed in the manner specified in "(i)" be effective five (5) business days after being so mailed, and when sent in the manner specified in "(ii)" be effective one (1) business day after being so sent.

n. The Debtor hereby irrevocably appoints the Secured Party the Debtor's agent with full power, in the same manner, to the same extent and with the same effect as if the Debtor were to do the same: to receive and collect all mail addressed to the Debtor; to direct the place of delivery thereof to any location designated by the Secured Party; to open such mail; to remove all contents therefrom; to retain all contents thereof constituting or relating to the Collateral; and to perform all other acts which the Secured Party deems appropriate to protect, preserve and realize upon the Collateral. The agency hereby created is unconditional and shall not terminate until all of the Obligations are paid in full and until all commitments by the Secured Party to lend funds to the Debtor have expired or been terminated. This power of attorney shall not be affected by the subsequent disability or incompetence of the Debtor. The Secured Party shall not exercise any of its rights under this subparagraph, however, unless and until an Event of Default shall have occurred and be continuing.

o. This Agreement is and is intended to be a continuing Agreement and shall remain in full force and effect until the Secured Party shall actually receive from the Debtor written notice of its discontinuance; provided, however, that this Agreement shall remain in full force and effect thereafter until all of the Obligations outstanding, or contracted or committed for (whether or not outstanding), before the receipt of such notice by the Secured Party, and any extensions or renewals thereof (whether made before or after receipt of such notice), together with interest accruing thereon after such notice, shall be finally and irrevocably paid in full. If after receipt of any payment of all or any part of the Obligations, the Secured Party is for any reason compelled to surrender such payment to any Person, because such payment is determined to be void or violable as a preference, impermissible set off, or a diversion of trust funds, or for any other reason, this Agreement shall continue in full force and effect notwithstanding any contrary action which may have been taken by the Secured Party in reliance upon such payment, and any such contrary action so taken shall be without prejudice to the Secured Party's rights under this Agreement and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

SCHEDULE A

1. Other encumbrances, if any [paragraphs 4(a) and 5(a)]:
[None]
 2. Other names under which the Debtor transacts business [paragraphs 4(c) and 5(b)]:
[None]
-

3. Additional Addresses [paragraphs 4(c) and 5(b)]
[None]
 4. Organizational identification number, if any [paragraphs 4(c) and 5(b)]:
Delaware File Number: 2183073
-

p. THE DEBTOR AND SECURED PARTY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER IN CONTRACT OR IN TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

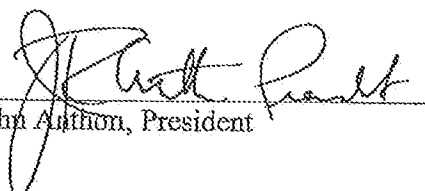
q. DEBTOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY CONSENTS IN EACH ACTION AND OTHER LEGAL PROCEEDING COMMENCED BY SECURED PARTY AND ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT TO THE VENUE AND JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN ERIE COUNTY, NEW YORK.

IN WITNESS WHEREOF, the Debtor has duly executed this Agreement as of the first date hereinabove set forth.

DEBTOR:

THE GREAT AMERICAN TOOL COMPANY, INC.

By: _____


John Aulthon, President

Doc #445064.5

VOLUNTARY SURRENDER AGREEMENT

THIS AGREEMENT is entered into the 12th day of July, 2016 by and among THE GREAT AMERICAN TOOL COMPANY, INC., a corporation organized and existing under the laws of Delaware, with its principal place of business at 7223 Boston State Road, Boston, New York 14075 ("GATCO"), JNA BOSTON LLC, a limited liability company organized and existing under the laws of the State of New York, with its principal place of business at 34 Sovereign Court, Getzville, New York 14068 ("JNA") (collectively GATCO and JNA are referred to herein as the "Borrowers", and each individual as a "Borrower"), GATCO VENTURES LLC, a New York limited liability company, with an address at 465 Main Street, Suite 600, Buffalo, New York 14203 (together with its successors and assigns, "Lender") and JOHN R. ANTHON ("Individual Guarantor").

WHEREAS, GATCO executed and delivered to the Lender a Promissory Note dated October 8, 2015 (the "GATCO Note") in the original principal amount of \$1,012,810.55; and

WHEREAS, JNA entered into a Guaranty Agreement with the Lender on October 8, 2015 by which, *inter alia*, JNA guaranteed the payment of all indebtedness of GATCO to the Lender; and

WHEREAS, JNA executed and delivered to the Lender a Mortgage Note dated October 8, 2015 in the original principal amount of \$198,235.45 (the "Mortgage Note"); and

WHEREAS, GATCO entered into a Guaranty Agreement with the Lender on October 8, 2015 by which, *inter alia*, GATCO guaranteed the payment of all indebtedness of JNA to the Lender; and

WHEREAS, on October 8, 2015 the Borrowers entered into a Loan Agreement with the Lender; and

WHEREAS, each of the Borrowers is in default of the terms of the GATCO Note and the Mortgage Note to the Lender and the terms of the Loan Agreement in that (i) each has failed to make payments due under the GATCO Note and Mortgage Note to the Lender due on May 8, 2016 and June 8, 2016, (ii) pursuant to the provisions of paragraph 7.1(a) of the Loan Agreement the Lender provided five days notice of said default to each of the Borrowers, and (iii) each of the Borrowers has failed to cure said default within five days of receipt of said written notice;

and

WHEREAS, the Lender has elected to accelerate and demand payment of all of the indebtedness owing by each of the Borrowers to the Lender; and

WHEREAS, there is currently owing to the Lender on the GATCO Note the principal amount of \$1,012,810.55, together with interest from April 8, 2016; and

WHEREAS, there is currently owing to the Lender on the Mortgage Note the principal amount of \$198,235.45, together with interest from April 8, 2016; and

WHEREAS, GATCO executed in favor of the Lender a Security Agreement dated October 8, 2015 (the "Security Agreement"), which Security Agreement granted a security interest to the Lender in all of GATCO's accounts, inventory, equipment, fixtures, instruments, documents, chattel paper, general intangibles, investment property, deposit accounts and letters-of-credit rights, together with all proceeds thereof (hereinafter collectively called the "Collateral"); and

WHEREAS, the Borrower's security interest has been perfected by the filing of the requisite UCC financing statement with the Office of the New York State Secretary of State; and

WHEREAS, the Individual Guarantor individually guaranteed the payment of all indebtedness of each of the Borrowers to the Lender pursuant to a written guarantee dated October 8, 2015 (the "Individual Guarantee").

NOW, THEREFORE, incorporating the foregoing recitals by reference, the Borrowers, the Individual Guarantor and the Lender hereby agree as follows:

1. The Borrowers and the Individual Guarantor hereby acknowledge that Borrowers are in default under the terms of the GATCO Note, the Mortgage Note and the Loan Agreement, all as described above, and that they are indebted to the Lender in the amounts recited above, together with Lender's costs in enforcing its rights under the Notes, the Loan Agreement and the Security Agreement.

2. GATCO hereby agrees to surrender possession of the Collateral, and hereby does surrender possession of the Collateral, effective immediately, and the premises where the Collateral is located to the Lender and authorizes the Lender, its employees, agents, nominees and other representatives, at any time and without notice, to enter upon any premises where the Collateral may be located for the purpose of taking possession of, removing and/or disposing of or selling the Collateral.

3. To effectuate the terms and provisions hereof, Borrowers hereby designate and appoint the Lender and each of its designees or agents as attorney-in-fact of each of the Borrowers, irrevocably and with power of substitution, with authority, to take, in the name of and on behalf of Borrowers or otherwise, each action relating to any of the Collateral that Borrowers could have taken, including but not limited to: receive, open and dispose of all mail addressed to Borrowers and notify the Post Office authorities to change the address for delivery of mail addressed to Borrowers to such address as Lender may designate; endorse the name of Borrowers on notes, acceptances, checks, drafts, money orders, instruments or other evidences of Collateral that may come into Borrowers' or Lender's possession; sign the name of Borrowers on any invoices, documents, drafts against and notices to account debtors to Borrowers or obligors of Borrowers, assignments and requests for verification of accounts; execute proofs of claim and

loss; execute endorsements, assignments of other instruments of conveyance or transfer, adjust and compromise any claims under insurance policies or otherwise; execute releases; and do all other acts and things necessary or advisable in the sole discretion of the Lender to carry out and enforce this Agreement and Lender's rights pursuant to its security interest in the Collateral. All acts done under the foregoing authorization are hereby ratified and approved and neither Lender nor any designee or agent thereof shall be liable for any acts of commission or omission, for any error of judgment or for any mistake of fact or law. This power of attorney is coupled with an interest and is irrevocable.

4. All rights granted in favor of Lender hereunder shall be cumulative and not exclusive of or constitute a waiver of any other rights. No partial exercise of, or delay in exercising, any right on any occasion shall operate as a waiver, or agreement to forbear from the exercise, of any such right at any future time. This Agreement and all of the documents and agreements referenced herein constitute the entire Agreement of the parties with respect to the voluntary surrender of the Collateral by the Borrowers to the Lender.

5. Nothing herein shall constitute or be deemed to constitute a release or partial release of any obligation owing from the Borrowers or the Individual Guarantor to the Lender or to waive or release any other right or remedy available to Lender by agreement or by law.

6. BORROWERS AND INDIVIDUAL GUARANTOR HEREBY CONSENT TO PERSONAL JURISDICTION TO ANY COURT OF RECORD OF THE STATE OF NEW YORK LOCATED IN ERIE COUNTY, WAIVE ANY OBJECTION TO THE VENUE OF ANY SUCH ACTION AND WAIVE ANY RIGHT TO TRIAL BY JURY.

7. If any provision of this Agreement shall be deemed invalid, all remaining provisions of this Agreement shall remain valid and binding.

8. This Agreement may be executed (via facsimile, electronic transmission or otherwise) in any number of counterparts, each of which when so executed and delivered by any of the aforementioned methods shall constitute an original, but all of which together shall constitute one and the same Agreement.

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

THE GREAT AMERICAN TOOL COMPANY, INC.

By: [Signature]
[Signature] 7-12-16
[Title]

JNA BOSTON LLC

By: [Signature] 7-12-16
Manager
[Title]
John R. Anthon
John R. Anthon


GATCO VENTURES LLC


By: [Signature]
mgr
[Title]

Doc #489092.2

Appendix B
Acquired Assets

Trademarks:

Mark	Country	Registration Number	Goods
BATTLE-HOG	United States	4515372	knife sharpeners; knives
M'BOGO	United States	3836287	tactical knives, folding knives, fixed blade knives and knife holders and sheaths
JAVELIN	United States	3878205	folding knives
LONG WAR	United States	3932686	tactical knives, folding knives
C-4	United States	3502954	folding knives and fixed blade knives
18-DELTA	United States	3455202	multi-function manually-operated rescue tool with fixed blades or folding blades and glass-breaking tool
NSW	United States	3570288	military fixed blade and folding tactical knives
GATSTIX	United States	2920929	hand-operated sharpening tool for knives, food utensils and scissors
KICKSTART	United States	3512906	pocket knives
MONTAUK POINT	United States	2987733	filet knives
SCEPTER	United States	3038148	hand tools, namely, hand-held knife sharpeners, pocket knives, folding knives, tactical knives for hunting, fishing and police, military style fixed-blade tactical knives and work knives in
ZAMBEZI	United States	2580011	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic, and china files used to remove chips; fish hook sharpeners; sharpening hones; ax and tool hones; lawnmower blade sharpeners, pocket knives, folding knives, tactical knives for hunting, fishing and police, military fixed blade tactical knives, work knives, and locking mechanisms therewith sold as a unit
TIMBERLINE KNIVES	United States	2577492	pocket knives, folding knives, tactical knives for hunting, fishing and police, military fixed blade tactical knives, work knives, and locking mechanisms for knife blades sold as a unit therewith
	United States	1632171	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic and china files used to remove chips; fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower blade sharpeners; and double-end nail sets
WE SHARPEN YOUR WORLD	United States	1613555	hand tools, namely, chain saw sharpeners; saw sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic, and china files used to remove chips; fish hook sharpeners;

Mark	Country	Registration Number	Goods
			sharpening hones; ax and tool hones; lawn mower blade sharpeners; double-end nail sets
GATCO	United States	1632170	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic, and china files used to remove chips, fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower blade sharpeners; and double-end nail sets
TRI-SEPS	United States	2282768	Hand tool, namely, ceramic serration and knife sharpener used for triangular hone-serration; edge and point sharpening
GATCO	International Register -- protection extended to China	1026539	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic, and china files used to remove chips, fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower blade sharpeners; double-end nail sets
TIMBERLINE KNIVES	International Register -- protection extended to China	1026538	pocket knives, folding knives, tactical knives for hunting, fishing and police, military fixed blade tactical knives, work knives, and locking mechanisms for knife blades sold as a unit therewith
	International Register -- protection extended to China	1028120	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic and china files used to remove chips; fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower blade sharpeners; double-end nail sets

Patents:

Title	Country	Application Date	Patent Number / Application Number	Current Owner per PTO records
Folding Knife having a biased blade	United States	July 31, 2002	7,086,157 / 10/214,479	The Great American Tool Company Inc.
Pocket knife with lock design	United States	July 28, 2003	6,834,432 / 10/627,696	Great American Tool Company, Inc.
Spring assisted folding knife	United States	June 10, 2003	7,080,457 / 10/459,053	Sullivan; Scott L.
Utility knife	United States	October 14, 2010	8,701,293 / 12/904,631	Sullivan; Scott L.
Folding blade utility knife	United States	August 16, 2007	/	Sullivan; Scott L.

Title	Country	Application Date	Patent Number / Application Number	Current Owner per PTO records
			11/874,071	

**AMENDMENT TO
SECURED CREDITOR'S COLLATERAL DISPOSITION
AGREEMENT**

THIS SECURED CREDITOR'S COLLATERAL DISPOSITION AGREEMENT AMENDMENT (this "*Amendment*") is entered into as of October 7, 2016 (the "*Effective Date*"), by and between W.R. Case & Sons Cutlery Company, a Pennsylvania corporation with a place of business at 50 Owens Way, Bradford, PA 16701 ("*Buyer*"), and GATCO Ventures LLC, a New York limited liability company with a place of business at 465 Main Street, Suite 600, Buffalo, New York 14203 ("*Seller*").

RECITALS

A. Seller and Buyer entered into a Secured Creditor's Collateral Disposition Agreement, dated as of October 7, 2016 ("*Agreement*").

B. Seller and Buyer wish to amend the list of trademarks in the Agreement to list two additional U.S. trademark registrations that were unintentionally omitted from the Agreement: **AVIATOR** (Reg. No. 2222526) and **CAPE COD COLLECTION** (Reg. No. 4743717).

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties hereto agree as follows:

1.1 The list of trademarks set forth in the Agreement in (a) Appendix B to Exhibit D and (b) the Disclosure Schedule, is hereby amended to the list of trademarks set forth on Exhibit A to this Amendment. Buyer may substitute the list of trademarks set forth on Exhibit A to this Amendment in any recordals made to relevant governmental authorities.

1.2 All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1.3 All of the remaining terms and conditions contained in the Agreement shall remain in full force and effect.

1.4 This Amendment, together with the Agreement, contains the entire agreement between the parties. This Agreement may not be amended or modified except by a writing executed by both parties.

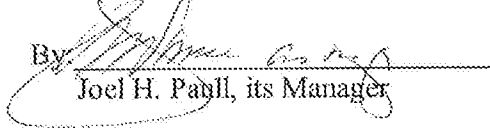
1.5 This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Any signature page hereto delivered by facsimile or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party that delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

SELLER:

GATCO Ventures LLC

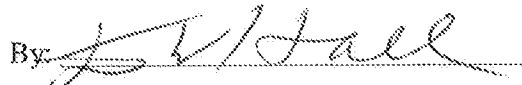
By: JHP, LLC, Manager

By: 
Joel H. Payll, its Manager

Date: 12/14/2016

BUYER:

W.R. Case & Sons Cutlery Company

By: 

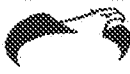
Name: Donald Hall

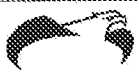
Title: Chief Financial Officer

Date: 12/14/16

EXHIBIT A

Trademarks:

Mark	Country	Registration Number	Goods
BATTLE-HOG	United States	4515372	knife sharpeners; knives
M'BOGO	United States	3836287	tactical knives, folding knives, fixed blade knives and knife holders and sheaths
JAVELIN	United States	3878205	folding knives
LONG WAR	United States	3932686	tactical knives, folding knives
C-4	United States	3502954	folding knives and fixed blade knives
18-DELTA	United States	3455202	multi-function manually-operated rescue tool with fixed blades or folding blades and glass-breaking tool
NSW	United States	3570288	military fixed blade and folding tactical knives
GATSTIX	United States	2920929	hand-operated sharpening tool for knives, food utensils and scissors
KICKSTART	United States	3512906	pocket knives
MONTAUK POINT	United States	2987733	filet knives
SCEPTER	United States	3038148	hand tools, namely, hand-held knife sharpeners, pocket knives, folding knives, tactical knives for hunting, fishing and police, military style fixed-blade tactical knives and work knives in
ZAMBEZI	United States	2580011	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic, and china files used to remove chips; fish hook sharpeners; sharpening hones; ax and tool hones; lawnmower blade sharpeners, pocket knives, folding knives, tactical knives for hunting, fishing and police, military fixed blade tactical knives, work knives, and locking mechanisms therewith sold as a unit
TIMBERLINE KNIVES	United States	2577492	pocket knives, folding knives, tactical knives for hunting, fishing and police, military fixed blade tactical knives, work knives, and locking mechanisms for knife blades sold as a unit therewith
	United States	1632171	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic and china files used to remove chips; fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower blade sharpeners; and double-end nail sets
WE SHARPEN YOUR WORLD	United States	1613555	hand tools, namely, chain saw sharpeners; saw sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic, and china files used to remove chips, fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower

Mark	Country	Registration Number	Goods
			blade sharpeners; double-end nail sets
GATCO	United States	1632170	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic, and china files used to remove chips, fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower blade sharpeners; and double-end nail sets
TRI-SEPS	United States	2282768	Hand tool, namely, ceramic serration and knife sharpener used for triangular hone-serration, edge and point sharpening
AVIATOR	United States	2222526	Specialty high quality knives for survival and general cutting applications.
CAPE COD COLLECTION	United States	4743717	Cutlery, namely, kitchen knives.
GATCO	International Register -- protection extended to China	1026539	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic, and china files used to remove chips, fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower blade sharpeners; double-end nail sets
TIMBERLINE KNIVES	International Register -- protection extended to China	1026538	pocket knives, folding knives, tactical knives for hunting, fishing and police, military fixed blade tactical knives, work knives, and locking mechanisms for knife blades sold as a unit therewith
	International Register -- protection extended to China	1028120	hand tools, namely chain saw sharpeners; saw sharpeners; knife sharpeners; knife blade hones; abrasive rods for sharpening; sharpening files; crystal, ceramic and china files used to remove chips; fish hook sharpeners; sharpening hones; ax and tool hones; lawn mower blade sharpeners; double-end nail sets

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