

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485937

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900456195
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W.R.CASE & SONS CUTLERY		11/02/2016	Corporation:

RECEIVING PARTY DATA

Name:	Bear & Son Inc
Street Address:	1111 Bear Blvd SW
City:	Jacksonville
State/Country:	ALABAMA
Postal Code:	36265
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	73821313	GATCO
Serial Number:	75431161	TRI-SEPS
Serial Number:	76364822	SCEPTER
Registration Number:	2920929	GATSTIX
Registration Number:	1632171	
Registration Number:	1613555	WE SHARPEN YOUR WORLD
Registration Number:	1028120	BE WORRY FREE WITH IMT
Registration Number:	1026539	PRONG-LOCK
Registration Number:	1161355	XTRA

CORRESPONDENCE DATA

Fax Number: 2564359348

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: 2564322227

Email: kgriffey@bearandson.com

Correspondent Name: Bear & Son Inc

Address Line 1: 1111 Bear Blvd SW

TRADEMARK

Address Line 4:	Jacksonville, ALABAMA 36265
NAME OF SUBMITTER:	Kenneth Griffey
SIGNATURE:	/kennethgriffey/
DATE SIGNED:	08/14/2018
Total Attachments: 6 source=20180814100416735#page1.tif source=20180814100416735#page2.tif source=20180814100416735#page3.tif source=20180814100416735#page4.tif source=20180814100416735#page5.tif source=20180814100416735#page6.tif	

LLC MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Agreement**") is entered into as of November 2, 2016 (the "**Effective Date**"), by and between Walter A. Gardiner, as sole owner and manager of Cutlery Sales & Marketing, LLC, with a place of business at 16 Hayestown Road, Suite 2301, Danbury, CT 06811 ("**Seller**") and Bear & Son, Inc., an Alabama corporation, with a place of business at 1111 Bear Blvd SW, Jacksonville, AL 36265 ("**Buyer**").

RECITALS

A. Cutlery Sales & Marketing LLC is the owner of (i) the trademarks and associated registrations listed in Exhibit A (the "**Registered Marks**"), (ii) the common law trademarks listed in Exhibit A, (the "**Common Law Marks**," and together with the Registered Marks, the "**Marks**") and (iii) certain assets associated with the Marks listed in Exhibit A (collectively, the "**Tooling**").

B. Buyer is desirous of acquiring all of Seller's ownership and membership interest in and to Cutlery Sales & Marketing LLC ("Cutlery LLC") including any interest in the Marks and any goodwill relating thereto, in the jurisdictions listed in Exhibit A (the "**Territory**"), as well as all of Cutlery LLC's rights, title and interest in and to the Tooling. The Marks and the Tooling are collectively referred to herein as the "**LLC Assets**."

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

1. **Basic Transaction.**

1.1 Purchase and Sale of Cutlery LLC Membership Interest. Seller hereby sells, assigns, transfers and conveys to Buyer, absolutely and in perpetuity, all of Seller's entire ownership and membership interest in and to Cutlery LLC.

1.2 LLC Assets. The parties agree that Cutlery LLC owns (a) the Marks in the Territory, together with all of the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, and (b) the Tooling, the same to be held and enjoyed by Buyer, its successors and assigns, for the consideration specified in Section 1.4 hereof.

1.3 No Liabilities. The Seller transfers Cutlery LLC free of all debt and liabilities except a \$30,000 promissory note to Buyer. Subject to the terms and conditions set forth herein, Buyer shall assume said promissory note and agrees to perform and discharge all liabilities relating to the LLC Assets arising from and after the Effective Date.

1.4 Purchase Price. The aggregate purchase price for the Cutlery LLC membership interest (the "**Purchase Price**") shall be an amount equal to One Dollar (\$1.00), plus assumption of the promissory note.

1.5 Deliverables. Seller shall deliver, or cause to be delivered, to Buyer a bill of sale and assignment of membership interest in the form attached hereto as Exhibit (B), duly executed by Seller (the "**Bill of Sale**").

1.6 Taxes. Any sales, use, excise or similar taxes or governmental charges or fees in connection with the transaction contemplated hereunder imposed on Seller shall be borne by Seller. Any sales, use, excise or similar taxes or governmental charges or fees in connection with the transaction contemplated hereunder imposed on Buyer shall be borne by Buyer. Each of the Seller and Buyer shall be responsible for their own tax liabilities in any and all jurisdictions.

1.7 Maintenance. After the Effective Date, Buyer shall be responsible for all costs relating to maintaining or protecting the Acquired Assets, including fees for recording any documents. Buyer may record the Trademark Assignment with the relevant governmental authorities for purposes of recording the change in ownership of the Registered Marks.

2. **Representations and Warranties of Seller**. Seller represents and warrants to Buyer that the statements contained in this Section 2 are true and correct as of the Effective Date.

2.1 Authorization of Transaction. Seller has the full right, power, and authority to enter into this Agreement and perform his obligations hereunder. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary organizational action of Seller, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions.

2.2 No Conflicts. The execution, delivery, and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Cutlery LLC, or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation,

2.3 Title. To Seller's knowledge, Seller is the sole and exclusive owner of Cutlery Sales & Marketing LLC. To Seller's knowledge, Cutlery LLC, has good and marketable title to the Registered Marks, free and clear of restrictions, or conditions to transfer or assignment, and free and clean of liens, pledges, charges, claims, and security interests.

2.4 No Litigation. To the Seller's knowledge, there is no pending or threatened claim or litigation contesting the validity or ownership by Cutlery LLC of the Registered Marks. The Seller has not received any notice asserting that any of the Registered Marks or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other party. The parties acknowledge that the Seller has performed no investigation or due diligence with respect to the Registered Marks, that this Agreement imposes no such duty on Seller and that Buyer is not relying on same.

2.5 Limitation on Representations. Although it is Seller's intention that the LLC Assets include all of the assets listed in Exhibit A, the Seller is neither responsible for nor shall be liable to the Buyer for any non-willful error in accuracy or omission contained in Exhibit A. Buyer acknowledges that it has had full opportunity to perform due diligence with respect to all of the Acquired Assets. Seller shall have no liability for any non-willful inaccuracy in the representations and warranties of Seller set forth in this Agreement.

2.6 Disclaimer. The sale of the Cutlery LLC membership interest is in all respects **FINAL and NO REFUND OR RETURN** will be given or accepted by the Seller under any circumstances. Without limiting the generality of the foregoing, (a) the Seller shall not be required to prepare, organize

or assemble any of the Tooling for shipment or delivery to the Buyer and (b) the Buyer shall be responsible for and pay all costs and expenses in connection with any removal or transportation of the Tooling from its location, and the Buyer hereby assumes and agrees to bear all risks of loss with respect to the Tooling upon and after delivery to the Buyer of a copy of the Bill of Sale. The Buyer acknowledges that certain suppliers at which the Tooling is located may be owed certain amounts by prior owners of the Tooling, for which Seller takes no responsibility. **THE SELLER MAKES NO REPRESENTATIONS OR WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY, OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OF COLLECTIBILITY OR OTHERWISE, WITH RESPECT TO THE LLC ASSETS OR THE SALE OF CUTLERY LLC MEMBERSHIP INTERESTS THEREOF PURSUANT TO THIS AGREEMENT.** Furthermore, and without limiting any other provision of this Agreement, **THE SELLER SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE TO THE BUYER FOR, AND THE BUYER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO ASSERT OR CLAIM, ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES** in connection with this Agreement or the Acquired Assets:

3. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that the statements contained in this Section 3 are true and correct as of the Effective Date.

3.1 Authorization of Transaction. Buyer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary organizational action of Buyer, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms and conditions.

3.2 No Conflicts. The execution, delivery, and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Buyer, or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation.

4. **Further Assurances.** At any time after the Effective Date, each of the parties hereto, at the request of any other party hereto and without further consideration, but at the cost of the requesting party, will take such further actions, and will execute and deliver such other instruments of sale, transfer, conveyance, assignment, confirmation and other instruments, as may be reasonably requested in order to more effectively transfer, convey and assign to Buyer and to confirm Buyer's title to the Registered Marks and to effectuate the transactions contemplated hereby.

5. **Miscellaneous.**

5.1 Independent Contractors. The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct or control the day-to-day activities of any other party, (b) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow any party to create or assume any obligation on behalf of any other party for any purpose whatsoever.

5.2 Press Releases and Public Announcements. Neither party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the

prior written approval of the other party; provided, however, that either party may make any public disclosure it believes in good faith is required by applicable law (in which case such party shall use its commercially reasonable efforts to advise the other party prior to making the disclosure).

5.3 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

5.4 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

5.5 No Assignment or Delegation. No party shall assign or delegate any of its rights or obligations arising under this Agreement, whether voluntarily or by operation of law, without the prior written consent of the other party hereto. Any such purported assignment or delegation shall be void and without effect.

5.6 Notices. Any notice or request required or permitted to be given under or in connection with this Agreement shall be deemed to have been sufficiently given if in writing and personally delivered or sent by express courier service (such as FedEx or DHL) (recipient signature required), prepaid, to the party for which such notice is intended, at the address set forth for such party below:

To Seller:

?? *Cullum Sales & Marketing LLC*
Walter A. Gardiner
16 Hayestown Road, Suite 2301
Dansbury, CT 06811

To Buyer:

Bear & Son, Inc.
Bear & Son, Inc.
111.1 Bear Blvd SW
Jacksonville, AL 36265

or to such other address for such party as it shall have specified by like notice to the other party, provided that notices of a change of address shall be effective only upon receipt thereof. If delivered personally, the date of delivery shall be deemed to be the date on which such notice or request was given. If sent by express courier service, the date of delivery shall be deemed to be three (3) business days after such notice or request was deposited with such service.

5.7 Amendments and Waivers. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.



5.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

TRADEMARK

REEL: 006412 FRAME: 0329

Tri-Seps

EXHIBIT A
REGISTERED MARKS

Mark	Country	Registration Number	Goods and Services
GATSTIX	United States	2920929	hand-operated sharpening tool for knives, food utensils and scissors
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
	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 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
	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

TRADEMARK

REEL: 006412 FRAME: 0330

Mark	Country	Registration Number	Goods and Services
			hones; lawn mower blade sharpeners; double-end nail sets
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

COMMON LAW MARKS

- SUPER MICRO-X
- DOUBLE DUTY
- EASY-GRIP
- EDGEMATE
- BACKPACKER
- MCS

TOOLING

Seller's interest in the tooling listed below, as to which the Seller makes no representations.

Model	Tooling Description	Location	Note
17002	Knife Clamp/Angle Guide Extrusion Die	China	
10003,4,5,6	Sharpening System Handle Mold	USA	
10003,4,5,7	Sharpening System Case Mold	USA	
All Hone Holders	Handle Bushing Mold	USA	
12001	Easy Grip Clamp Holder	USA	Not used in years
17002	Knife Clamp Injection mold for angle guide	USA	Not used in years
16006,7,8	Diamond hone mold	USA	Not used in years
6224	Micro-X Sharpener Mold	China	
6402	Double Duty Sharpener Mold	China	
16006,7,8	Double Diamond Hone Mold	China	
40006	MCS Carbide Knife Sharpener Extrusion Die	China	
12001	Easy Grip Double Shot Mold	China	
60016	Tri-Seps Serration Sharpener Mold	China	
New System	Handle & Case Mold	China	Requires fine tuning
New Serration/Blade	Handle & holder	China	Requires fine tuning

*Bottom
Clamp for
2-ten used*

TRADEMARK