

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arthur Lansky Levine & Assoc., Inc.		08/11/2022	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Blue Ridge Knives, Inc.		
Street Address:	314 Lee Highway		
City:	MARION		
State/Country:	VIRGINIA		
Postal Code:	24354		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6151914	D-SHARP	
Registration Number:	5844662	C-SHARP	
Registration Number:	5232490	ROADIE	
Registration Number:	4816830	MASTER'S EDGE	
Registration Number:	5239208	QUADSHARP	
Registration Number:	4232653	BLADE MEDIC	
Registration Number:	4228749	FIRST AID FOR YOUR BLADE	
Registration Number:	4134643	EVADER	
Registration Number:	3626013	AN EDGE ABOVE THE REST	
Registration Number:	3582927	LANSKY SHARPENERS	
Registration Number:	3567652	THE PUCK	
Registration Number:	3567418	QUICK FIX	
Registration Number:	3567415	QUICK EDGE	
Registration Number:	1616445	LANSKY	
Registration Number:	0993375	CROCK STICK	
Registration Number:	1284891	NATHAN'S NATURAL	
Registration Number:	0974332	SHARP STICK	
CORRESPONDENCE DATA			

OP \$440.00 6151914

Fax Number: 2158325378

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: 215-569-5378

Email: bcraig@blankrome.com

Correspondent Name: Bradford C. Craig

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	115056-00153
--------------------------------	--------------

NAME OF SUBMITTER:	Bradford C. Craig
---------------------------	-------------------

SIGNATURE:	/Bradford C. Craig/
-------------------	---------------------

DATE SIGNED:	04/05/2023
---------------------	------------

Total Attachments: 5

source=Trademark Assignment - Blue Ridge Knives - Arthur Lansky Levine Assoc Inc#page1.tif

source=Trademark Assignment - Blue Ridge Knives - Arthur Lansky Levine Assoc Inc#page2.tif

source=Trademark Assignment - Blue Ridge Knives - Arthur Lansky Levine Assoc Inc#page3.tif

source=Trademark Assignment - Blue Ridge Knives - Arthur Lansky Levine Assoc Inc#page4.tif

source=Trademark Assignment - Blue Ridge Knives - Arthur Lansky Levine Assoc Inc#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into as of August 11, 2022, by and between **Arthur Lansky Levine & Assoc., Inc.**, a Nevada corporation ("Assignor"), and **Blue Ridge Knives, Inc.**, a Virginia corporation ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, the Parties entered into that certain Intellectual Property and Inventory Purchase and Sale Agreement, dated as of 8/11/22 (the "Purchase Agreement"), pursuant to which Assignor sold, assigned, transferred, and conveyed to Assignee, among other assets, all right, title, and interest in and to the trademarks and the registrations therefor listed in Appendix A (the "Trademarks");

AND WHEREAS, the Parties wish to ratify and confirm such assignment in a writing suitable for recordation with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, transfer, and convey to Assignee, its successors and assigns, the following:

a. all right, title, and interest in and to the Trademarks and the registrations therefor and all issuances, extensions, and renewals thereof, together with the goodwill of the business symbolized by and associated with said trademarks, free and clear of all liens, restrictions, leases, security interests, claims, charges or encumbrances whatsoever;

b. all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation; Further Assurances. Assignor hereby authorizes the recordation of this Assignment with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions. Upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors,

assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Virginia or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee hereto have through their duly authorized representatives affixed their signatures below.

ASSIGNOR

ASSIGNEE

ARTHUR LANSKY LEVINE & ASSOC.,
INC.

BLUE RIDGE KNIVES, INC.

Barbara A. Levine
Name: Barbara A. Levine
Title: President
Date: 8/11/22


Phillip S. Martin
Name: Phillip S. Martin
Title: President
Date: 8/11/22

[Signature Page to Trademark Assignment Agreement]

APPENDIX A
to TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARKS

Mark	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
D-SHARP	USA	Arthur Lansky Levine & Associates, Inc. AKA Lansky Sharpeners	9/15/2020	6151914
C-SHARP	USA	Arthur Lansky Levine & Associates, Inc. AKA Lansky Sharpeners	8/27/2019	5844662
ROADIE	USA	Arthur Lansky Levine & Associates, Inc. AKA Lansky Sharpeners	6/27/2017	5232490
MASTER'S EDGE	USA	Arthur Lansky Levine & Associates, Inc. AKA Lansky Sharpeners	9/22/2015	4816830
QUADSHARP	USA	Arthur Lansky Levine & Associates, Inc. AKA Lansky Sharpeners	7/11/2017	5239208
BLADE MEDIC	USA	Arthur Lansky Levine & Associates, Inc. AKA Lansky Sharpeners	10/30/2012	4232653
FIRST AID FOR YOUR BLADE	USA	Arthur Lansky Levine & Associates, Inc. AKA Lansky Sharpeners	10/23/2012	4228749
EVADER	USA	Arthur Lansky Levine & Associates, Inc. AKA Lansky Sharpeners	5/1/2012	4134643
AN EDGE ABOVE THE REST	USA	Arthur Lansky Levine & Associates, Inc. DBA Lansky Sharpeners	5/26/2009	3626013
LANSKY <small>SHARPENERS</small>	USA	Arthur Lansky Levine & Associates, Inc. DBA Lansky Sharpeners	3/3/2009	3582927
THE PUCK	USA	Arthur Lansky Levine & Associates, Inc. DBA Lansky Sharpeners	1/27/2009	3567652
QUICK FIX	USA	Arthur Lansky Levine & Associates, Inc. DBA Lansky Sharpeners	1/27/2009	3567418
QUICK EDGE	USA	Arthur Lansky Levine & Associates, Inc. DBA Lansky Sharpeners	1/27/2009	3567415

Mark	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
LANSKY	USA	Arthur Lansky Levine & Associates, Inc. DBA Lansky Sharpeners	10/9/1990	1616445
CROCK STICK	USA	Arthur Lansky Levine & Associates, Inc. DBA Lansky Sharpeners	9/24/1974	0993375
NATHAN'S NATURAL	USA	Arthur Lansky Levine & Assoc., Inc. DBA Lansky Sharpeners	7/10/1984	1284891
LANSKY	USA	Arthur Lansky Levine & Associates, Inc. d.b.a. Lansky Sharpeners	12/6/1983	1260374
SHARP STICK	USA	Arthur Lansky Levine & Associates, Inc. DBA Lansky Sharpeners	12/4/1973	0974332
	Canada	Arthur Lansky Levine & Associates Inc., carrying on business as Lansky Sharpeners	9/18/1987	TMA332025