

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Ontario Knife Company		07/10/2023	Corporation: NEW YORK
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: 42			
Property Type	Number	Word Mark	
Registration Number:	4646569	AGILITE	
Registration Number:	3562860	AIRCREW	
Registration Number:	5897405	CHROMATICS BY ONTARIO KNIFE	
Registration Number:	4056171	COMBAT DEPLOYED	
Registration Number:	3177883	EXTREME MILITARY	
Registration Number:	5769927	FLEET	
Registration Number:	3276227	FREEDOM	
Registration Number:	2826239	FREEDOM FIGHTER	
Registration Number:	3013538	FREEDOM FIGHTER	
Registration Number:	3555580	GI	
Registration Number:	5434303	HUNT PLUS	
Registration Number:	5454472	HUNT PLUS ONTARIO KNIFE U.S.A. 1889	
Registration Number:	2931492	M10	
Registration Number:	2938453	M11	
Registration Number:	2565008	M7	
Registration Number:	3208525	M7-B	
Registration Number:	3930949	OKC	
Registration Number:	0570938	OLD HICKORY	
Registration Number:	4795207	ONTARIO KNIFE COMPANY	

CH \$1065.00 4646569

Property Type	Number	Word Mark
Registration Number:	4572596	ONTARIO RANGER
Registration Number:	3364452	PET
Registration Number:	3751284	R.A.K
Registration Number:	3871856	RAT
Registration Number:	3759964	RD
Registration Number:	3657747	RD HAWK
Registration Number:	3748448	RK
Registration Number:	1915997	ROBESON
Registration Number:	4947275	ROBESON HEIRLOOM
Registration Number:	3871857	RTAK
Registration Number:	3671001	RUGGED GEAR
Registration Number:	3460158	SP
Registration Number:	3364451	SPAX
Registration Number:	1854041	SPEC PLUS
Registration Number:	5434302	SPEC PLUS ALPHA
Registration Number:	5454471	A ONTARIO KNIFE SPEC PLUS ALPHA USA
Registration Number:	3680152	STRIKE FIGHTER
Registration Number:	3875288	TAK 1
Registration Number:	4919432	THE KNIFE YOU NEED WHEN YOU NEED A KNIFE
Registration Number:	2607400	TRU-EDGE
Registration Number:	3172128	XM
Serial Number:	97842702	OLD HICKORY
Registration Number:	3410239	ASEK

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 2026596924

Email: dwtrademarks@dickinson-wright.com

Correspondent Name: Nicole M. Meyer

Address Line 1: 1825 Eye St. N.W., Suite 900

Address Line 2: International Square

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 105679-1

NAME OF SUBMITTER: Nicole M. Meyer

SIGNATURE: /Nicole M. Meyer/

DATE SIGNED: 08/09/2023

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**IP Assignment**”), dated as of August 1, 2023, is made by THE ONTARIO KNIFE COMPANY, a New York corporation (“**Seller**”), in favor of BLUE RIDGE KNIVES, INC., a Virginia corporation (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of July 10, 2023 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule A1 and/or Schedule A2 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, U.S. and foreign counterparts and renewals thereof (issued, pending, abandoned and/or expired) (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule B hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

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

(d) 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

(e) 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 and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions,

and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto. Seller shall also provide copies of all licenses, assignments and co-existence agreements related to the Assigned IP.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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 IP 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 IP 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 IP Assignment.

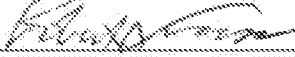
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be executed by their duly authorized representatives as of the date first above written.

THE ONTARIO KNIFE COMPANY

By: 

Name: Robert Fraass

Title: Chief Financial Officer

Address for Notices:

c/o Servotronics, Inc.

1110 Maple Street, PO Box 300

Elma, NY 14059

BLUE RIDGE KNIVES, INC.

By: _____

Name: Phillip S. Martin

Title: President

Address for Notices:

Blue Ridge Knives, Inc.

Attn: Phil Martin

314 Lee Hwy

Marion, VA 24354

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Name: Robert Fraass

Title: Chief Financial Officer

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1110 Maple Street, PO Box 300

Elma, NY 14059

BLUE RIDGE KNIVES, INC.

By:  _____

Name: Phillip S. Martin

Title: President

Address for Notices:

Blue Ridge Knives, Inc.

Attn: Phil Martin

314 Lee Hwy

Marion, VA 24354

SCHEDULE A1

ASSIGNED PATENTS AND PATENT APPLICATIONS

U.S. ISSUED PATENTS

No.	Pat. No.	Title (O/R)	Design/ Utility
1.	D625,379	BAYONET (2103D001)	Design
2.	D633,165	BAYONET BLADE (2103D003)	Design
3.	7,921,567	BAYONET HAVING A SERRATED EDGE AND A BALANCED POSITIONING ACCESS POINT (2103P010)	Utility
4.	D823,660	FIRE AXE WITH PRY BAR ENTRY DEVICE (2103D022)	Design
5.	D697,781	FOLDING KNIFE (2103D018)	Design
6.	D801,775	FOLDING KNIFE (2103D021)	Design
7.	D792,113	HEAVY DUTY CLOTHES AND GEAR HANGER (2103D020)	Design
8.	D697,578	KNIFE (DECIMA) (2103D016)	Design
9.	D698,406	KNIFE (MORTA) (2103D015)	Design
10.	D716,411	KNIFE (NONA) (2103D017)	Design
11.	D749,187	KNIFE (OKC CHIMERA) (2103D019)	Design
12.	D732,365	MULTI-PURPOSE AXE (2103D004)	Design
13.	D705,025	POULTRY SHEARS (2103D014)	Design
14.	D624,984	SHEATH (2103D002)	Design
15.	D826,681	TOOL HANDLE (2103D023)	Design
16.	D987,767	RETRACTABLE BAYONET	Design

U.S. PATENT APPLICATIONS

No.	App. No.	Title	Design/ Utility
1.	17/649,241	RETRACTABLE BAYONET	Utility [Abandoned] <u>Design</u>

FOREIGN ISSUED PATENTS

No.	Pat. No. (Country)	Title (O/R)	Design/ Utility
1.	000234315-0001 (EM1)	BAYONET (2103D007) (Expires Oct. 4, 2029)	Design
2.	90002343150001 (GB1)	BAYONET (2103D007) (Expires Oct. 4, 2029)	Design

No.	Pat. No. (Country)	Title (O/R)	Design/ Utility
3.	000234315-0002 (EM2)	BAYONET (2103D007) (Expires Oct. 4, 2029)	Design
4.	90002343150002 (GB2)	BAYONET (2103D007) (Expires Oct. 4, 2029)	Design
5.	000236328-0001 (EM)	BAYONET (2103D008) (Expires Oct. 4, 2029)	Design
6.	90002363280001 (GB)	BAYONET (2103D008) (Expires Oct. 4, 2029)	Design
7.	000107826-0001 (EM)	BAYONET (2103D009) (Expires Dec. 9, 2028)	Design
8.	90001078260001 (GB)	BAYONET (2103D009) (Expires Dec. 9, 2028)	Design
9.	1433372 (KR)	BAYONET HAVING A SERRATED EDGE AND A BALANCED POSITIONING ACCESS POINT (2103P010) (Expires Jun. 12, 2024)	Utility
10.	42225 (TH)	BAYONET HAVING A SERRATED EDGE AND A BALANCED POSITIONING ACCESS POINT (2103P010) (Expires Jun. 11, 2024)	Utility
11.	ZL 201730423594.1 (CN)	FIRE AXE WITH PRY BAR ENTRY DEVICE (2103D022) (Expires Sept. 8, 2027)	Design
12.	D192124 (TW)	FIRE AXE WITH PRY BAR ENTRY DEVICE (2103D022) (Expires Sept. 7, 2032)	Design
13.	ZL 201730049034.4 (CN)	FOLDING KNIFE (2103D021) (Expires Feb. 23, 2027)	Design
14.	D192122 (TW)	FOLDING KNIFE (2103D021) (Expires Feb. 15, 2029)	Design
15.	D192101 (TW)	HANGER (2103D020) (Expires Sept. 11, 2028)	Design
16.	ZL 201630468276.2 (CN)	HEAVY DUTY CLOTHES AND GEAR HANGER (2103D020) (Expires Sept. 12, 2026)	Design
17.	000203823-0001 (EM)	STRAP CUTTER (2103D011) (Expires Jul. 2, 2029)	Design
18.	90002038230001 (GB)	STRAP CUTTER (2103D011) (Expires Jul. 2, 2029)	Design

No.	Pat. No. (Country)	Title (O/R)	Design/ Utility
19.	000203823-0002 (EM)	KNIFE (ASEK DESIGN) (2103D012) (Expires Jul. 2, 2029)	Design
20.	90002038230002 (GB)	KNIFE (ASEK DESIGN) (2103D012) (Expires Jul. 2, 2029)	Design
21.	ZL 201730208428.X (CN)	TOOL HANDLE (2103D023) (Expires May 27, 2027)	Design
22.	D192120 (TW)	TOOL HANDLE (2103D023) (Expires May 2, 2032)	Design

FOREIGN PATENT APPLICATIONS

None, unless listed in Schedule A2

SCHEDULE A2

**SEARCHED PATENTS AND PATENT APPLICATIONS
LISTED AS ASSIGNED TO
ONTARIO KNIFE COMPANY**

USPTO

See attached Schedule A2-1

WIPO Patents

See attached Schedule A2-2

WIPO Designs

See attached Schedule A2-3

Europe

See attached Schedule A2-4

Taiwan


See attached Schedule A2-5

SCHEDULE B


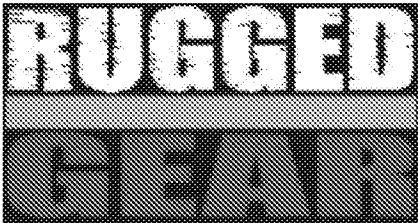
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS


U.S. REGISTERED TRADEMARKS

No.	Reg. No.	Trademark
1.	4,646,569	<p>AGILITE Goods: <i>Cutlery, namely, knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
2.	3,562,860	<p>AIRCREW Goods: <i>Utility hand tools and knives, namely, strap cutters, screwdrivers, fixed blade military knives and sheaths sold as units and separately</i> in class 008 (In the name of The Ontario Knife Company)</p>
3.	3,410,239	<p align="center">  </p> <p>Goods: <i>Utility hand tools and knives, namely, strap cutters, screwdrivers, fixed blade military knives and sheaths sold as units and separately</i> in class 008 (In the name of The Ontario Knife Company)</p>
4.	5,897,405	<p align="center">  </p> <p>Goods: <i>Cutlery, namely, knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
5.	4,056,171	<p>COMBAT DEPLOYED Goods: <i>Folding knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
6.	3,177,883	<p>EXTREME MILITARY Goods: <i>Knives, namely hunting knives, fishing knives and military knives, bayonets, folding pocket knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
7.	5,769,927	<p>FLEET Goods: <i>Hand tools for firemen and first responders, namely, knives, axes, strap cutters; multi-purpose hand tools for firemen and first responders, namely, breaching axes with integral wrench</i> in class 008 (In the name of The Ontario Knife Company)</p>

No.	Reg. No.	Trademark
8.	3,276,227	FREEDOM Goods: <i>Bayonets, pocket knives, cutlery, namely base metal and stainless steel knives, forks and spoons; hand tools, namely hunting knives, fishing knives and military knives</i> in class 008 (In the name of The Ontario Knife Company)
9.	2,826,239	FREEDOM FIGHTER Goods: <i>cutlery, namely base metal and stainless steel knives, hand tools, namely hunting knives, fishing knives and military knives</i> in class 008 (In the name of The Ontario Knife Company)
10.	3,013,538	FREEDOM FIGHTER Goods: <i>Bayonets, pocket knives, forks and spoons</i> in class 008 (In the name of The Ontario Knife Company)
11.	3,555,580	GI Goods: <i>Military knives; pocket knives; cutlery, namely, base metal and stainless steel knives</i> in class 008 (In the name of The Ontario Knife Company)
12.	5,434,303	HUNT PLUS Goods: <i>Knives, namely, hunting knives, fishing knives and military knives</i> in class 008 (In the name of The Ontario Knife Company)
13.	5,454,472	 Goods: <i>Knives, namely, hunting knives, fishing knives and military knives</i> in class 008 (In the name of The Ontario Knife Company)
14.	2,931,492	M10 Goods: <i>bayonets, pocket knives, base metal cutlery and hand tools, namely, military knives</i> in class 008 (In the name of The Ontario Knife Company)
15.	2,938,453	M11 Goods: <i>BAYONETS, POCKET KNIVES, BASE METAL CUTLERY AND HAND TOOLS, NAMELY, MILITARY KNIVES</i> in class 008 (In the name of The Ontario Knife Company)
16.	2,565,008	M7 Goods: <i>bayonets</i> in class 008 (In the name of The Ontario Knife Company)

No.	Reg. No.	Trademark
17.	3,208,525	M7-B Goods: <i>Knives used for hunting, sport, military, law enforcement, emergency services, food preparation and household use</i> in class 008 (In the name of The Ontario Knife Company)
18.	3,930,949	OKC Goods: <i>Hand-operated cutting tools, namely, strap cutters, knives and machetes</i> in class 008 (In the name of The Ontario Knife Company)
19.	570,938	Old Hickory Goods: <i>KNIVES AND FORKS OF BASE METAL</i> in class 008 (In the name of The Ontario Knife Company)
20.	4,795,207	ONTARIO KNIFE COMPANY Goods: <i>hand tools, namely, hunting knives, pocket knives, fishing knives, military knives, bayonets, strap cutters, axes and machetes; cutlery, namely, base metal and stainless steel knives and spoons</i> in class 008 (In the name of The Ontario Knife Company)
21.	4,572,596	ONTARIO RANGER Goods: <i>Knives, namely, military knives, hunting knives and fishing knives</i> in class 008 (In the name of The Ontario Knife Company)
22.	3,364,452	PET Goods: <i>Multifunction hand tools comprised of a strap cutter and a boot scraper</i> in class 008 (In the name of Ontario Knife Company)
23.	3,751,284	R.A.K. Goods: <i>Knives, namely, military knives, hunting knives and fishing knives</i> in class 008 (In the name of The Ontario Knife Company)
24.	3,871,856	RAT Goods: <i>Military knives; pocket knives; cutlery, namely, base metal and stainless steel knives</i> in class 008 (In the name of The Ontario Knife Company)
25.	3,759,964	RD Goods: <i>Knives, namely, military knives, hunting knives and fishing knives</i> in class 008 (In the name of The Ontario Knife Company)
26.	3,657,747	RD HAWK Goods: <i>Knives, namely, military knives, hunting knives and fishing knives</i> in class 008 (In the name of The Ontario Knife Company)




No.	Reg. No.	Trademark
27.	3,748,448	 <p>Goods: <i>Knives, namely, military knives, hunting knives and fishing knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
28.	1,915,997	<p>ROBESON</p> <p>Goods: <i>cutlery; namely, pocket knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
29.	4,947,275	<p>ROBESON HEIRLOOM</p> <p>Goods: <i>Fishing knives; hunting knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
30.	3,871,857	<p>RTAK</p> <p>Goods: <i>Military knives; pocket knives; cutlery, namely, base metal and stainless steel knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
31.	3,671,001	 <p>Goods: <i>Cutlery, namely, base metal and stainless steel knives, forks and spoons; hand tools, namely, pocket knives, hunting knives, fishing knives and military knives</i> in class 008 (In the name of The Ontario Knife Company)</p>
32.	3,460,158	<p>SP</p> <p>Goods: <i>military knives; namely, knives usable as hand tools</i> in class 008 (In the name of Ontario Knife Company)</p>
33.	3,364,451	<p>SPAX</p> <p>Goods: <i>Hand tools for use in rescue work and fighting fires, namely, a hand tool for use in opening fire hydrants and gas valves</i> in class 008 (In the name of Ontario Knife Company)</p>
34.	1,854,041	<p>SPEC PLUS</p> <p>Goods: <i>military knives; namely, knives usable as hand tools</i> in class 008 (In the name of The Ontario Knife Company)</p>



No.	Reg. No.	Trademark
35.	5,434,302	SPEC PLUS ALPHA Goods: <i>Military knives, namely, knives usable as hand tools in class 008</i> (In the name of The Ontario Knife Company)
36.	5,454,471	 Goods: <i>Military knives, namely, knives usable as hand tools in class 008</i> (In the name of The Ontario Knife Company)
37.	3,680,152	STRIKE FIGHTER Goods: <i>Knives used for hunting, sport, military, law enforcement, food preparation and household use; hand tools for emergency services, namely, knives in class 008</i> (In the name of The Ontario Knife Company)
38.	3,875,288	TAK 1 Goods: <i>Military knives; pocket knives; cutlery, namely, base metal and stainless steel knives in class 008</i> (In the name of The Ontario Knife Company)
39.	4,919,432	THE KNIFE YOU NEED WHEN YOU NEED A KNIFE Goods: <i>knives, namely, hunting, fishing and tactical knives; machetes; bayonets; axes in class 008</i> (In the name of The Ontario Knife Company)
40.	2,607,400	TRU-EDGE Goods: <i>Kitchen knives, table knives, butcher knives, shoe knives, grape knives, pitting spoons, cotton sampling knives, corn and vegetable knives, beet topping knives, palette knives, cleavers, putty knives and paint and wall scrapers in class 008</i> (In the name of The Ontario Knife Company)
41.	3,172,128	XM Goods: <i>Knives, bayonets, folding pocket knives in class 008</i> (In the name of The Ontario Knife Company)

U.S. TRADEMARK APPLICATIONS

No.	Ser. No.	Trademark
1.	97/842,702	OLD HICKORY Goods: <i>KNIVES OF BASE METAL</i> in class 008 (In the name of The Ontario Knife Company)

FOREIGN REGISTERED TRADEMARKS

No.	Trademark	Reg. No. (Country)
1.	ASEK	TMA 754,808 (CA)
		955992 (MX)
2.		003666931 (EM)
		UK00903666931 (GB)
3.	HUNT PLUS	UK00003233660 (GB)
		TMA1,842,005 (CA)
		24440559 (CN)
4.		01913778 (TW)
		30 2018 109 040 (DE)
		24620513 (CN)
5.	SPEC PLUS ALPHA	UK00003233663 (GB)
		302017105404 (DE)
		01913776 (TW)
		TMA1,078,053 (CA)
		24440558 (CN)
6.		01913777 (TW)

No.	Trademark	Reg. No. (Country)
7.	OKC	36304919 (CN)
8.		36304918 (CN)
9.		37771084 (CN)

FOREIGN TRADEMARK APPLICATIONS

None