

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM867609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tender Corporation		09/26/2022	Corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Acme United Corporation		
<b>Street Address:</b>	1 Waterview Drive, Suite 200		
<b>City:</b>	Shelton		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06484		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2811493	READY 4	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3152188515		
<b>Email:</b>	bskpto@bsk.com		
<b>Correspondent Name:</b>	George R. McGuire		
<b>Address Line 1:</b>	ONE Lincoln Center		
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202		
<b>ATTORNEY DOCKET NUMBER:</b>	527T465		
<b>NAME OF SUBMITTER:</b>	George R. McGuire		
<b>SIGNATURE:</b>	/George R. McGuire/		
<b>DATE SIGNED:</b>	01/11/2024		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of September 26, 2022, by and between TENDER CORPORATION D/B/A ADVENTURE READY BRANDS, a Delaware corporation, (the "Assignor"), and Acme United Corporation, a Connecticut corporation (the "Assignee") pursuant to that certain Asset Purchase Agreement, dated as of September 26, 2022 (the "Purchase Agreement").

### RECITALS

A. Pursuant to the Purchase Agreement, Assignor agreed to contribute, sell, transfer and convey, and Assignee agreed to purchase and accept, all of Assignor's right, title and interest in the Purchased Intellectual Property (as that term is defined in the Purchase Agreement), including the trademark registrations and common law trademarks listed on Schedule 1 hereto (the "Assigned Trademarks").

B. The Assignee desires to acquire Assignor's rights in the Assigned Trademarks.

**NOW, THEREFORE**, for the good and valuable consideration recited in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, Assignor's successors and assigns, the Assignor's entire right, title and interest in and to each Assigned Trademark; any goodwill associated with or symbolized by each Assigned Trademark; and all rights of any kind accruing under or associated with the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world and any and all claims and causes of action with respect to the foregoing, whether accruing before, on or after the date hereof, including any claims for damage, restitutions and injunctive and other legal and equitable relief for past, present and future infringement, violation, misuse, breach or default.

2. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, Assignor's successors and assigns, any and all claims and causes of action with respect to any of the Assigned Trademarks, whether accruing before, on and/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.

3. Assignor hereby sells, assigns, transfers, and sets over to the Assignee, Assignor's successors and assigns, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to the Assigned Trademarks.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States or the personnel of other appropriate bodies to record this Assignment of each Assigned Trademark to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

5. Assignor agrees to execute and notarize any further documents or take any further actions required to effect the intent of Sections 1-4 and to perfect Assignee's or Assignee's successors' and assigns' ownership of the Assigned Trademarks. Assignee will bear any expenses related to the recordation of the Assigned Trademarks.

6. 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 Assignors and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, limited, or broadened 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.

7. This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.

8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Assignment shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance is not affected in any manner materially adverse to a party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner.

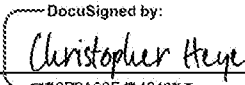
11. This Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware (without reference to its choice of law provisions).

*[The remainder of this page is intentionally left blank. The next page is the Signature Page]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

TENDER CORPORATION  
D/B/A ADVENTURE READY BRANDS

DocuSigned by:  
By:   
Name: Christopher Heye  
Title: Chief Executive Officer

**ASSIGNEE:**

ACME UNITED CORPORATION

By: \_\_\_\_\_  
Name: Walter C. Johnsen  
Title: Chairman and Chief Executive Officer

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

TENDER CORPORATION  
D/B/A ADVENTURE READY BRANDS

By: \_\_\_\_\_  
Name: Christopher Heye  
Title: Chief Executive Officer

**ASSIGNEE:**

ACME UNITED CORPORATION

By: \_\_\_\_\_  
Name: Walter C. Johnsen  
Title: Chairman and Chief Executive Officer

DocuSigned by:  
Walter C. Johnsen  
0000000F208F400...

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 008314 FRAME: 0622**

Schedule 1

Trademarks

Registered Trademarks



Word Mark	READY 4
Goods and Services	IC 095, US 006 018 044 046 051-052, G & S: First aid kits; FIRST USE: 20020731, FIRST USE IN COMMERCE: 20020731
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	24 13 02 - Cross, Greek (equal sides); Greek cross (equal sized lines) 24 17 08 - Plus symbol (+)
Serial Number	76436610
Filing Date	July 31, 2002
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	December 31, 2002
Registration Number	2811493
Registration Date	February 3, 2004
Owner	(REGISTRANT) Comfort Gear, Inc., CORPORATION NEW HAMPSHIRE 5 Sterna Road Keene NEW HAMPSHIRE 03431 (LAST LISTED OWNER) TENDER CORPORATION CORPORATION DELAWARE 944 Industrial Park Road Littleton NEW HAMPSHIRE 03561

Unregistered Trademarks