

09-03-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Jenkins Metal Corporation. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), and Other. Execution Date: 8/11/1999.

2. Name and address of receiving party(ies): Name: Marshall Hardin. Address: P.O. Box 188, Forest City, NC 28043. Includes checkboxes for citizenship and other designations.

3. Nature of conveyance: Includes checkboxes for Assignment (checked), Security Agreement, Merger, Change of Name, and Other.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,986,819

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Thomas W. Epting, Internal Address: Leatherwood Walker Todd & Mann, P.C., Street Address: P.O. Box 87, City: Greenville, State: SC, Zip: 29602

6. Total number of applications and registrations involved: 1. 7. Total fee (37 CFR 3.41): \$ 40.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account. 8. Deposit account number: 12-0760

DO NOT USE THIS SPACE

9. Signature. Thomas W. Epting, Name of Person Signing. Includes handwritten signature and date 8/12/03.

Total number of pages including cover sheet, attachments, and document: 9

09/02/2003 LINDLER 00000077 1986819 01 FC:0521 40.00

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002814 FRAME: 0423

2003 AUG 29 AM 9:29 RECEIVED DPR/FINANCE

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

(Continuation)

2. Name and address of receiving party(ies);

Name: Kenneth Hardin, Jr.  
Address: P.O. Box 188  
City: Forest City  
State: NC  
Zip 28043

An individual of the United States of America

Dep.  
9-2-99

STATE OF NORTH CAROLINA

## TRADEMARK PURCHASE AGREEMENT

COUNTY OF RUTHERFORD

THIS TRADEMARK PURCHASE AGREEMENT is entered into this the 31 day of June, 1999, by and between MARSHALL HARDIN and KENNETH HARDIN, JR., (hereinafter referred to as "BUYERS"), and JENKINS METAL CORPORATION (hereinafter referred to as "SELLER");

## WITNESSETH.

THAT WHEREAS, Seller is the registered owner of the registered trademark "Benchmark" (hereinafter referred to as the "Trademark") as more fully depicted and shown in its simplest form on the attached Exhibit "A", which is made a part hereof by reference, and as shown by registration number 1,986,819 in the United States Patent and Trademark Office, which is also attached and made a part hereof by reference; and

WHEREAS, the Buyers desire to use, purchase, and own the above described Trademark particularly with the manufacture and sale of cutlery and related products; and

WHEREAS, the Seller has agreed to license and sell the above described Trademark to Buyers upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual benefits herein deemed to exist, the parties hereto agree as follows:

1. Subject to payment in full of the purchase price, Seller hereby grants to the Buyers the sole, exclusive and perpetual right to use the registered Trademark in relation to the production of their line of cutlery and cutlery related products. Until the total purchase price due hereunder is paid and all right, title and interest in and to the Trademark is transferred pursuant to the provisions hereof, no other use of the Trademark is granted. Buyers during the term of this agreement agree to pay all charges that may become due for continuing the registration of the Trademark pending, when applicable, proper notice from Seller that such charges are due.

2. Except as set forth herein, Seller agrees that upon the execution of this Agreement not to use or to authorize the use of the Trademark in any way other than pursuant to the terms of this Agreement. It is the intent and purpose of this provision to restrict the use of the Trademark solely to Buyers for production of their line of cutlery and cutlery related products until the completion of the sale herein contemplated; except, however, Seller specifically reserves the right to sell the balance of its inventory now in stock depicting or containing the Trademark. The Seller specifically reserves all right, title and interest to those models or series of knives (specifically including the names of such knives as well as all of the component parts of such knives) which have been or are being produced by it under the Benchmark name. All such items in inventory and to which Seller is reserving all its right, title and interest therein are listed on Exhibit "B" attached hereto and incorporated by reference herein.

3. The Buyers agree to pay to the Seller as the purchase price for the Trademark an amount equal to the greater of Six Hundred Ninety-four and 44/100ths Dollars (\$694.44) or three percent (3%) of all Gross Sales of products bearing the Trademark for the applicable period, such payments to commence on the first day of the second calendar month following the execution of this Agreement and continuing on a monthly basis thereafter, the total amount of all such payments not to exceed Twenty-five Thousand Dollars (\$25,000.00). Notwithstanding the foregoing sentence, the Buyers agree to pay the difference up to Twenty-five Thousand Dollars (\$25,000.00) no later than three (3) years from the date of the execution of this Agreement (i.e., \$25,000.00 less the amount already paid prior to the expiration of the three-year period). Upon the payment of the total purchase price of Twenty-five Thousand Dollars (\$25,000.00), Seller shall assign and convey to the Buyers all its right, title and interest in and to the Trademark and the application and registration thereof. Seller shall take such actions, if any, as necessary to convey title free and clear of any liens and encumbrances. Seller shall sign and execute any and all documents that may be necessary to transfer such Trademark and its registration to the Buyers, with the cost of any such registration and transfer fees, if any, to be paid by Buyers.

If Buyers shall fail to pay any monthly payment when due, and not cure such a default in payment within ten (10) days following written notice from Seller of such default, then Seller shall have the option to declare the full purchase price of \$25,000.00 due within thirty (30) days from the date of such notice to Buyers or to terminate this Agreement, in either such case, the full title and use of the Trademark will revert to Seller and this Agreement shall be of no further effect, except as to Seller's right to collect the full purchase price, if it elects that option.

If Buyers shall fail to pay the amount due at the end of the three-year period, unless otherwise agreed to by Seller, then full title and use of the Trademark will revert to the Seller and this Agreement shall be of no further effect, except that Seller shall remain entitled to receipt of full payment of the purchase price totaling Twenty-five Thousand Dollars (\$25,000.00) and may continue to enforce its rights thereunder for collection of same. All payments made by Buyers hereunder shall be retained by Seller and Buyers shall have no further entitlement to use of the Trademark. In the event of Buyers' default in payment of the purchase price in full, Buyers shall return or destroy all items depicting or containing the Trademark in any form or fashion whatsoever.

"Gross Sales," as the term is used herein, shall mean the total price received for the items excluding any sales and use tax and shipping and freight charges.

4. Seller hereby warrants and guarantees that it is the sole owner of the Trademark and has the sole and complete power to transfer all right, title and interest thereto to the Buyers and to enter into this Agreement. Seller further warrants and guarantees that the Trademark is not currently licensed to or being used by any other entity under its authorization for any purpose. Seller further agrees to hold the Buyers harmless from any and all loss, claims or damages as a result of its material breach of this Agreement, including reasonable attorneys' fees incurred by the Buyers for the enforcement of any of the provisions of this Agreement. Seller further acknowledges that a violation of this Agreement by it will cause Buyers irreparable harm

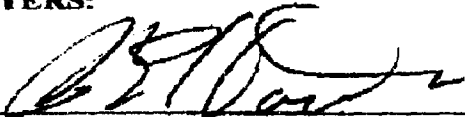
and entitle the Buyers to injunctive relief to prevent the misuse of the Trademark in addition to any other remedies the Buyers may have for the enforcement of this Agreement.

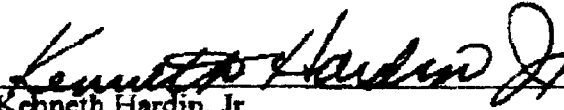
5. Buyers agree to indemnify and hold harmless Seller from any and all claims, loss, or damages from third parties which may arise or result from the use of the Trademark by Buyers. This agreement to indemnify and hold harmless specifically includes the defense of claims described hereunder and the payment or reimbursement of attorneys' fees therefor.

6. Buyers shall not be able to assign the Trademark or authorize the use thereof prior to the payment in full of the purchase price and the transfer of title to Buyers as set forth herein. Neither shall the Buyers adopt or use any word or mark which is likely to be similar to or confused with the Trademark prior to such payment and transfer, except as shown on the attached Exhibits or in a form as previously used by the Seller.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement the day and year first above written.

BUYERS:

 (SEAL)  
Marshall Hardin

 (SEAL)  
Kenneth Hardin, Jr.


SELLER:

Jenkins Metal Corporation

(Corporate Seal)

By:   
(Vice) President

ATTEST:

  
(Asst.) Secretary  
cj

STATE OF NORTH CAROLINA

COUNTY OF Rutherford

I, Lisa L. Bullock, a Notary Public, do hereby certify that Marshall Hardin personally appeared before me this day and acknowledged the due execution of the foregoing Trademark Purchase Agreement.

Witness my hand and notarial seal, this 11 day of August, 1999.

Lisa L. Bullock  
Notary Public

My commission expires: May 31, 2004

STATE OF NORTH CAROLINA

COUNTY OF Rutherford

I, Lisa L. Bullock, a Notary Public, do hereby certify that Kenneth Hardin, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing Trademark Purchase Agreement.

Witness my hand and notarial seal, this 11 day of August, 1999.

Lisa L. Bullock  
Notary Public

My commission expires: May 31, 2004

NORTH CAROLINA  
GASTON COUNTY

I, Wesley J. Hager, a Notary Public of the County and State aforesaid, certify that Robert N. Spence personally appeared before me this day and acknowledged that he is Secretary of Jenkins Metal Corporation and that by authority duly given and as the act of the Corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official seal this 30<sup>th</sup> day of June, 1999.

Wesley J. Hager  
Notary Public

My commission expires: 11-6-99

Int. Cl.: 8

Prior U.S. Cls.: 23, 28 and 44

**United States Patent and Trademark Office**

**Reg. No. 1,986,819**

Registered July 16, 1996

**TRADEMARK  
PRINCIPAL REGISTER**

**BENCHMARK**

JENKINS METAL CORPORATION (NORTH  
CAROLINA CORPORATION)  
P.O. BOX 2089  
GASTONIA, NC 280532089

FIRST USE 0-0-1978; IN COMMERCE  
0-0-1978.

OWNER OF U.S. REG. NO. 1,398,290.

SER. NO. 74-630,455, FILED 3-23-1995.

FOR: HUNTING KNIVES, POCKET KNIVES,  
AND KITCHEN KNIVES, IN CLASS 8 (U.S.  
CLS. 23, 28 AND 44).

CINDI GREENBAUM, EXAMINING ATTOR-  
NEY

**EXHIBIT A**

**TRADEMARK**

**REEL: 002814 FRAME: 0429**



The Signature Of Professionals

DEALER PRICE LIST  
Effective 01/30/97

Part Number	Descriptions	Price
9995797 9995798 9995799	Limited Editions Limited Edition Of 250 Rolex II (Set Of 4 Same Serial No.) w/ Presentation Box Limited Edition Of 250 Rolex Stag Horn Handle (Set Of 3) w/ Presentation Box Limited Edition Of 250 Rolex Sheep Horn Handle (Set Of 3) w/ Presentation Box	\$ 135.00 450.00 600.00
9225718 9225721 9225726	Rolex Viper Viper Stag Horn Handle w/ Brown Leather Belt Sheath Viper Coco Bolo Handle w/ Brown Leather Belt Sheath Viper Sheep Horn Handle w/ Brown Leather Belt Sheath	\$ 120.00 108.00 150.00
9235776 9235777	Rolex Viper Lightweight Viper Lightweight — Black Handle w/ Black Cordura™ Sheath Viper Deme Lightweight w/ Black Cordura™ Sheath	\$ 59.10 59.10
9145700 9145703 9145704	Rolex Diamondback Diamondback Stag Horn Handle w/ Brown Leather Belt Sheath Diamondback Coco Bolo Handle w/ Brown Leather Belt Sheath Diamondback Sheephorn Handle w/ Brown Leather Belt Sheath	\$ 132.00 113.97 156.00
9185752 9185754 9185753	Rolex II Rolex II — Siletto Blade w/ Black Molded Sheath Rolex II — Clipper Serrated Blade w/ Black Molded Sheath Rolex II — Clipper Non Serrated Blade w/ Black Molded Sheath	\$ 35.97 35.97 35.97
9305230 9315291	Signature Series SS-III Survivor, Serrated Blade, w/ Amber Linen Micarta Handle, Brown Leather SS-III Lightweight — Treebark II Handle w/ Treebark II Cordura™ Sheath	\$ 77.97 29.97
9085000 9085010	Ninja Series Ninja I — Single Edge w/ Black Cordura™ Sheath Ninja II — Double Edge Serrated w/ Black Cordura™ Sheath	\$ 37.17 39.00
9999900	Rolexedge Rolexedge Sharpener Assist Black Zytel™ & Stainless	\$ 14.97
9075031 9075030 9075032	A-TAC Series A-Tac Clipper Blade w/ Black Ballistic Cloth Sheath A-Tac Single Edge Serrated w/ Black Ballistic Cloth Sheath A-Tac Double Edge Serrated w/ Black Ballistic Cloth Sheath	\$ 38.97 38.97 38.97
9315254 9315256 9315257 9315258 9315259	Tec-Mate Series Tec-Mate Clipper Serrated — Black Tec-Mate Wildlife Series Clipper Serrated w/ Fish/Bass Scrimshaw Handle Inlay Tec-Mate Wildlife Series Clipper Serrated w/ Deer Scrimshaw Handle Inlay Tec-Mate Wildlife Series Clipper Serrated w/ Eagle Scrimshaw Handle Inlay Tec-Mate Wildlife Series Clipper Serrated w/ Wolf Scrimshaw Handle Inlay	\$ 22.77 23.97 23.97 23.97 23.97
9025360 9025351 9025352 9025353	FeatherMate Series FeatherMate Sheep Horn Handle w/ Brown Leather Belt Sheath FeatherMate Stag Horn Handle w/ Brown Leather Belt Sheath FeatherMate Coco Bolo Handle w/ Brown Leather Belt Sheath FeatherMate Sharpes Black Zytel™ Handles w/ 2 Diamond Sharpening Stones & Cordura™ Sheath	\$ 87.00 83.40 57.00 53.97

Don S. Jenkins → 042  
R.A. Jenkins  
7071  
7071  
864-8478

Call 800-688-4868 Order Department

PO Box 2089, Gastonia, NC 28053-2089 • 936 N. Marietta Street, Gastonia, NC 28054 USA • 704-867-1307 • FAX 704-867-0491

EXHIBIT B

TRADEMARK  
REEL: 002814 FRAME: 0430



**ADDENDUM  
TO  
TRADEMARK PURCHASE AGREEMENT**

This Addendum is to the Trademark Purchase Agreement between MARSHALL HARDIN and KENNETH HARDIN, JR., ("BUYERS") and JENKINS METAL CORPORATION ("SELLER") dated June 30, 1999 and shall become a part of such contract.

Seller agrees to sell to Buyer its' mailing list of customers (BENCHMARK KNIVES LTD) dated May 7, 1999 and marked as Exhibit C attached hereto and incorporated by reference herein for the purchase price of \$5,000.00 (five thousand dollars) to be paid in full upon execution of above referenced agreement.