

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ivory Enterprises, LLC		10/04/2010	LIMITED LIABILITY COMPANY: OREGON
RECEIVING PARTY DATA			
Name:	Benchmade Knife Co., Inc.		
Street Address:	300 Beavercreek Road		
City:	Oregon City		
State/Country:	OREGON		
Postal Code:	97045		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85067045	APACHE	
Registration Number:	3222022	LONE WOLF KNIVES	
Registration Number:	3660681	DEFENDER	
Registration Number:	3660724	LOBO	
Registration Number:	3789761	DOUBLE DUTY	
Registration Number:	3703452	LONGHORN	
Serial Number:	85068055	WARRIOR	
CORRESPONDENCE DATA			
Fax Number:	(503)796-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503 222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Michael A. Cohen		
Address Line 1:	1211 SW Fifth Avenue		

CH \$190.00 85067045

900174249

**TRADEMARK
 REEL: 004298 FRAME: 0564**

Address Line 2: Suites 1500-2000
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	104322-130640
NAME OF SUBMITTER:	Michael A. Cohen
Signature:	/michael a cohen/
Date:	10/18/2010

Total Attachments: 4
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Assignment of Intellectual Property Rights Agreement (“**Agreement**”) is between Ivory Enterprises LLC (“**Seller**”) and Benchmade Knife Co., Inc. (“**Buyer**”) in connection with the Asset Purchase Agreement among Buyer, Seller, Lone Wolf Knives, Inc. and Bud Enterprises, Inc. dated September 23, 2010 (the “**Asset Purchase Agreement**”).

SECTION 1 INTELLECTUAL PROPERTY RIGHTS

- 1.1 Definition.** “**Intellectual Property Assets**” means the assets described in Section 2.1(c) of the Asset Purchase Agreement, including but not limited to the assets listed on Schedule 1.1 hereto.
- 1.2 Assignment.** Seller assigns to Buyer Seller’s entire interest in:
- (a) the Intellectual Property Assets, including but not limited to all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual property and proprietary rights in the Intellectual Property Assets;
 - (b) Seller’s goodwill associated with all trademark rights in the Intellectual Property Assets; and
 - (c) any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Seller may have against or be able to recover from any person, whether known or unknown, resulting from or arising out of the person’s infringement of any copyright, patent, or trademark, misappropriation of any trade secret, or violation of any other intellectual or proprietary right of Seller with respect to the Intellectual Property Assets.
- 1.3 Moral Rights.** Seller assigns to Buyer any moral rights that Seller may have in the Intellectual Property Assets, and waives any right to assert any moral rights in any portion of the Intellectual Property Assets.
- 1.4 Perfection.** At the request and expense of Buyer, Seller will sign such documents and take such actions that Buyer deems reasonably necessary to perfect, protect, and evidence Buyer’s rights in the Intellectual Property Assets.
- 1.5 Indemnification.** Seller will defend and indemnify Buyer for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney’s fees, resulting from or arising out of any claim that the Intellectual Property Assets infringe any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person, but not to the extent that the claim results from or arises out of:
- (a) Buyer’s combination of the Intellectual Property Assets with any service or product not provided by Seller, where the infringement, misappropriation, or violation would not have occurred but for the combination; or

- (b) Buyer's modification of the Intellectual Property Assets, where the infringement, misappropriation, or violation would not have occurred but for the modification.

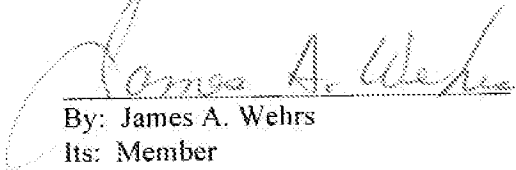
SECTION 2 GENERAL

- 2.1 **Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 2.2 **Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 2.3 **Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 2.4 **Governing Law.** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 2.5 **Arbitration.** All controversies or claims arising under this Agreement will be governed by Section 18.13 of the Asset Purchase Agreement.
- 2.6 **Attorney's Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 2.7 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

{Signature page follows}

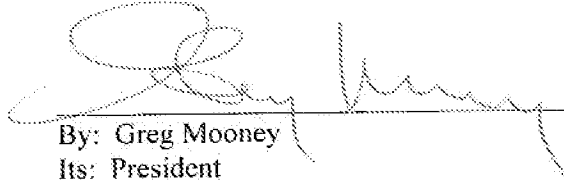
Dated effective: October 4, 2010

Seller:
Ivory Enterprises LLC



By: James A. Wehrs
Its: Member

Buyer:
Benchmade Knife Co., Inc.



By: Greg Mooney
Its: President

SCHEDULE 1.1

Intellectual Property Assets

Trademarks

	Registration Number	Trademarks
1	Reg. No. 3,222,022	LONE WOLF KNIVES – Registered trademark
2	Reg. No. 3,660,744	DIABLO – Registered trademark
3	Reg. No. 3,660,681	DEFENDER – Registered trademark
4	Reg. No. 3,660,724	LOBO – Registered trademark
5	Reg. No. 3,789,761	DOUBLE DUTY – Registered trademark
6	Reg. No. 3,703,452	LONGHORN – Registered trademark
7	Reg. No. 3,703,449	EAGLE TALON – Registered trademark
8	Office # 85067045	APACHE – trademark (applied)
9	Office # 85068055	WARRIOR – trademark (applied)
10		CHEYENNE - trademark
11		BLACKFOOT - trademark
12		Wolfgang - trademark
13		Prankster - trademark
14		Executive – trademark
15		DOUBLE-ACTION - trademark