

PATENTS

243024 v.0

5-10-99



101038792

To the Honorable Commissioner of Patents and Trademarks: Please record this document or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Acme United Corporation 75 Kings Highway Cutoff Fairfield, CT 06430</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: People's Bank</p> <p>Internal Address: _____</p> <p>Street Address: 850 Main Street</p> <p>City: Hartford State: CT ZIP: 06604</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: 4/28/99</p>	<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s) 5435447, 4638797, D378272, D359679, D359678, D358763, D354911, D354910, D295894, D295893, D287630, D283048</p>
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Additional numbers attached? ☐ Yes ☒ No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Patricia C. Gagnon</p> <p>Internal Address: _____</p> <p>Shipman & Goodwin LLP</p> <p>Street Address: One American Row</p> <p>City: Hartford State: CT ZIP: 06103</p>	<p>6. Total number of applications and patents involved 12</p> <p>7. Total fee (37 CFR 3.41): -----\$ 480.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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05/17/1999 DMGUYEN 00000095 5435447
01 FC:581 **480.00 DP**

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

<p>Drew A. Malakoff</p> <p>_____ Name of Person Signing</p>	<p><i>Drew A. Malakoff</i></p> <p>_____ Signature</p>	<p>5/3/99</p> <p>_____ Date</p>
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Total number of pages comprising cover sheet 12

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SCHEDULE "A"

ACME UNITED PATENT INVENTORY

Pending Design Patent Application Serial No. 289/079,513, filed 11/18/97
Relating to Scissors

Pending Provisional Patent Application Serial No. 60/065,640, filed 11/18/97
Relating to Scissors Construction with Personal Identification Means

Patent Number 5435447
Issue Date 1995-07-25
Assignee Name ACME UNITED CORPORATION
Title Product holding and displaying member

Patent Number 4638797
Issue Date 1987-01-27
Assignee Name ACME UNITED CORPORATION
Title REINFORCED MOISTURE VAPOR PERMEABLE, PRESSURE-SENSITIVE
ADHESIVE WOUND DRESSINGS

Patent Number D378272
Issue Date 1997-03-04
Assignee Name ACME UNITED CORPORATION
Title Blister card packaging for scissors

Patent Number D359679
Issue Date 1995-06-27
Assignee Name ACME UNITED CORPORATION
Title Blister card packaging for scissors

Patent Number D359678
Issue Date 1995-06-27
Assignee Name ACME UNITED CORPORATION
Title Blister card packaging for scissors

Patent Number D358763
Issue Date 1995-05-30
Assignee Name ACME UNITED CORPORATION
Title Clamshell packaging for scissors

Patent Number D354911
Issue Date 1995-01-31
Assignee Name ACME UNITED CORPORATION
Title Blister card packaging for scissors

Patent Number D354910
Issue Date 1995-01-31
Assignee Name ACME UNITED CORPORATION
Title Clamshell packaging for scissors

Patent Number D295894
Issue Date 1988-05-24
Assignee Name ACME UNITED CORPORATION
Title DISPOSABLE SURGICAL SCISSORS

Patent Number D295893
Issue Date 1988-05-24
Assignee Name ACME UNITED CORPORATION
Title DISPOSABLE SURGICAL CLAMP

Patent Number D287630
Issue Date 1987-01-06
Assignee Name ACME UNITED CORPORATION
Title SURGICAL STAPLER

Patent Number D283048
Issue Date 1986-03-18
Assignee Name ACME UNITED CORPORATION
Title SURGICAL STAPLE REMOVER

PATENT AND TRADEMARK SECURITY AGREEMENT

AGREEMENT dated as of the 28th day of April, 1999, by **ACME UNITED CORPORATION**, a Connecticut corporation, having an office at 75 Kings Highway Cutoff, Fairfield, Connecticut 06430 (the "Borrower") and **PEOPLE'S BANK**, a banking corporation organized and existing under the laws of the state of Connecticut, with an office at 850 Main Street, Bridgeport, Connecticut 06604 (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the terms and provisions of the Loan and Security Agreement of even date herewith (the "Loan Agreement") and documentation related thereto (collectively, the "Loan Documents") between Borrower and Lender, Lender is making a term loan and revolving credit loans to Borrower in a maximum amount of \$13,000,000 (collectively, the "Loans"); and

WHEREAS, Borrower agrees that payment of the Loans and the performance of any other obligations of Borrower to Lender pursuant to the Loan Documents or any other obligations of Borrower to Lender, whether now existing or hereafter arising (collectively the "Obligations") are to be secured by, among other things, the security interests created hereby.

NOW THEREFORE, to induce Lender to enter into the Loan Agreement and to induce Lender to make its extensions of credit to Borrower under the Loan Agreement and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender, intending to be bound legally, agree as follows:

1. Grant of Security Interest. To secure payment and performance of the Obligations, Borrower pledges, assigns and grants to Lender a continuing security interest in and first priority lien on: (i) all of Borrower's patents and trademarks, registrations therefor and the goodwill and other rights associated therewith (including, but not limited to, those listed on the attached Schedule A) (the "Intellectual Property"), (ii) all common law rights to the Intellectual Property, (iii) the right to sue in Lender's own name or joined with Borrower, for past, present or future infringements thereof, (iv) all reissues, renewals and extensions thereof, (v) all rights corresponding to any of the foregoing throughout the world, (vi) all whether now existing or hereafter arising, and (vii) all proceeds of any of the foregoing, (collectively, including the Intellectual Property, the "Collateral"). Without limiting the generality of the foregoing, Borrower further grants, assigns and conveys to Lender an exclusive license under and to the Collateral for the purpose of enforcing all of Lender's rights and remedies under this Agreement and the Loan Documents. Any right to sue shall be discretionary and not an obligation of Lender.

2. Covenants and Warranties of Borrower. Borrower covenants and warrants that:

- (a) the Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;
- (b) each item of Intellectual Property is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each item of Intellectual Property, free and clear of any liens, security interests, or infringements of any nature whatsoever;

(d) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(e) Borrower shall not permit or suffer to exist any lien or security interest upon the Collateral, except for the security interest granted herein;

(f) Borrower will warrant and defend the title to the Collateral and the lien of Lender therein against all claims of all persons;

(g) Borrower will maintain and preserve such lien so long as this Agreement shall remain in full force and effect; and

(h) until the Obligations have been satisfied in full, Borrower will not enter into any agreement which is inconsistent with this Agreement.

3. Additional Intellectual Property. If, before the Obligations shall have been satisfied in full, Borrower shall obtain rights to any new Intellectual Property or become entitled to the benefit of any Intellectual Property application or any reissue, renewal and extension of any Intellectual Property, Borrower shall give to Lender prompt notice thereof in writing and the provisions of this Agreement shall apply thereto.

4. Modifications. Borrower authorizes Lender to modify this Agreement by amending Schedule A to include any renewals, extensions or additions to any Intellectual Property utilized by Borrower or applied for or obtained hereafter and any renewals, extensions, or additions thereto and any improvements thereon.

5. Events of Default. An Event of Default shall mean (i) failure of Borrower to fully comply with any of the terms contained herein, and (ii) the occurrence of an Event of Default under the Loan Agreement, as such term is defined therein, which definition is incorporated herein by reference.

6. Remedies. If one or more Events of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

7. Additional Rights of Lender. After the occurrence of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce its rights in the Collateral and any license thereunder, in which event Borrower shall at the request of Lender do all lawful acts and execute all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Agreement.

8. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, and any single or partial exercise by Lender of any right, remedy or power hereunder shall not preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power granted to Lender or allowed it by law or other agreement, shall be cumulative and not exclusive of any other, and may be exercised by Lender from time-to-time.

9. Further Assurances; Filing. Borrower agrees to execute and deliver to Lender Uniform Commercial Code financing statements and such other documents, instruments, supplemental security agreements and chattel mortgages as Lender may deem necessary, proper or desirable in obtaining the benefits of this Agreement. In the event Borrower does not provide Lender with such statements within 5 days after the same are requested, Borrower authorizes Lender to effect any filing or recording of any such financing statement or statements relating to the Collateral or amendments thereto without the signature of Borrower, and appoints Lender as its attorney-in-fact to execute any such financing or other statements in the name of Borrower, and to perform all other acts which Lender deems appropriate to perfect and continue the security interests in, and to protect and preserve, the Collateral. Borrower assigns to Lender its rights in or under any financing statements relating to the Collateral and filed in favor of Borrower.

10. Expenses. Borrower agrees that all costs and expenses, including reasonable attorneys' fees and expenses for legal services of every kind of, or incidental to, the filing or recording of any documents, including all taxes in connection therewith, in public offices, the payment or discharge of any taxes, custody, care, management, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of Lender, or in defending or prosecuting any actions or proceedings arising or related to the Collateral, shall all be borne and paid by Borrower within 5 days of demand by Lender and if not paid within such time shall become part of the Obligations secured hereby. Lender may at any time apply to the payment of all such costs and expenses all moneys of Borrower or other proceeds arising from the possession or disposition of the Collateral.

11. Notices. All notices, requests, approvals, demands and other communications given or made in connection with the terms and provisions of this Agreement shall be deemed to have been given or made when sent in accordance with the provisions of the Loan Agreement.

12. Successors. All the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

13. Termination. Upon the performance of all the Obligations and the termination of the Loan, Lender shall execute and deliver to Borrower, at Borrower's sole cost and expense, any deeds, assignments or other instruments as may be reasonably necessary to revest in Borrower full title to the Collateral.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. Except as set forth in Section 4, this Agreement is subject to modification only by a writing signed by the parties hereto.

16. Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the state of Connecticut and Borrower irrevocably consents to the jurisdiction of the courts of the state of Connecticut and of any federal court located therein in connection with any actions or proceedings arising out of or related to this Agreement.

17. Jury Trial Waiver. BORROWER AND LENDER WAIVE TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT OF ANY OF THE LENDER'S RIGHTS AND REMEDIES. BORROWER AND LENDER ACKNOWLEDGE THAT THEY MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

Witnessed:

By:

Title: Vice President

By:

Title: Vice President

~~Notary Public~~

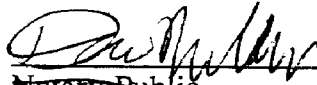
~~My Commission Expires:~~

REEL: 009942 FRAME: 0234

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD)

Before me, the undersigned, this 28th day of April, 1999, personally appeared Christopher Rallo, known to me to be the Vice President of PEOPLE'S BANK, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of the corporation.

In Witness Whereof, I hereunto set my hand.



Notary Public
My ~~Commission Expires~~:
Commissioner of the Superior Court

Schedule "A"

INTELLECTUAL PROPERTY

SEE ATTACHED

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Reference: 200-001

Owner: Acme United

67 trademark records.



Search

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3. <u>75-409438</u>	TAG IT	Int'l 16	Pending, Passed by Examiner
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5. <u>75-391023</u>	TAG IT	Int'l 8	Pending, Passed by Examiner
6. <u>75-316369</u>	BLADE BUG	Int'l 8	Allowed
7. <u>74-711841</u>	BARRACUTTER	Int'l 8	Registered
8. <u>74-711840</u>	RHINOSCISSOR	Int'l 8	Registered
9. <u>74-711839</u>	SCISSAMANDER	Int'l 8	Registered
10. <u>74-490732</u>	MUCH MORE THAN RULERS	Int'l 16	Abandoned
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13. <u>74-461264</u>	CRAFTMASTER	Int'l 8	Registered
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19. <u>74-336902</u>	GEOMETRIX	Int'l 16	Registered
20. <u>74-221331</u>	KLEEN EARTH (and Design)	Int'l 8	Registered
21. <u>74-221246</u>	KLEEN EARTH (and Design)	Int'l 9	Registered
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26. <u>73-813799</u>	COLOR LITES	Int'l 8	Cancelled - Section 8
27. <u>73-813798</u>	COLOR CUTS	Int'l 8	Cancelled - Section 8
28. <u>73-700128</u>	(Design only)	Int'l 8	Cancelled - Section 8
29. <u>73-667102</u>	THE SCISSORS SOURCE	Int'l 8	Cancelled - Section 8
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32. <u>73-602673</u>	MADE IN USA (and Design)	Int'l 8	Cancelled - Section 8
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