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PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MASTERS OF DEFENSE LLC	07/27/2005

RECEIVING PARTY DATA

Name:	BLACKHAWK INDUSTRIES PRODUCT GROUP UNLIMITED LLC
Street Address:	4850 Brookside Court
City:	Norfolk
State/Country:	VIRGINIA
Postal Code:	23502

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29199245

CORRESPONDENCE DATA

Fax Number: (757)548-2345

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 757-548-2323

Email: pshaddock@bghklaw.net

Correspondent Name: Peter A. Shaddock II

Address Line 1: 501 Independence Parkway, Suite 201

Address Line 4: Chesapeake, VIRGINIA 23320

NAME OF SUBMITTER: Peter A. Shaddock II - Reg. No. 44,331

Total Attachments: 9

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PATENT REEL: 016326 FRAME: 0297

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PATENT REEL: 016326 FRAME: 0298

ASSIGNMENT

WHEREAS, MASTERS OF DEFENSE LLC, a limited liability company established under the laws of the Commonwealth of Virginia, whose address is 4850 Brookside Court, Norfolk, Virginia, 23502 (hereinafter called "Assignor"), is the owner of the entire right, title and interest (by assignment from the inventor(s) attached hereto as Exhibit I and Exhibit II) in and to the invention(s) relating to certain new and useful improvements as set forth in the following patent(s) and/or patent application(s) (hereinafter called "Patent Properties"):

<u>Title</u>	Named <u>Inventor(s)</u>	Patent Application Serial Number	Filing Date
Knife Handle	James E. Ray and Jeffrey A. Harkins	29/199,245	February 11, 2004

The undersigned has reviewed all the documents in the chain of title identified above; and to the best of the undersigned's knowledge and belief, title is in the Assignor.

WHEREAS, BLACKHAWK INDUSTRIES PRODUCT GROUP UNLIMITED LLC, a limited liability company established under the laws of the Commonwealth of Virginia, whose address is 4850 Brookside Court, Norfolk, Virginia, 23502, (hereinafter called "Assignee"), is desirous of acquiring the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), and any confirmations, divisions, continuations, reexaminations, reissues, or extensions of the same;

Now, To All Whom It May Concern: Be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over, unto Assignee, its successors, assigns, and legal representatives, the entire right, title, and interest for the United States, its territories, dependencies, and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), and any confirmations, divisions, continuations, reexaminations, reissues, or extensions thereof; the same to be held and enjoyed by Assignee, its successors, assigns, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment and sale not been made, together with all claims for damages or other causes of action, either in law or in equity for past, present, or future infringement of said Patent Properties with the

right to sue for and collect the same for its own use and for the use of its successors, assigns, and legal representatives.

For the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, assigns, and legal representatives, that, at the time of execution and delivery of this Assignment, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said Patent Properties, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth, and that Assignor has not executed and will not execute any agreement in conflict herewith;

Assignor agrees that this Assignment is binding on Assignor and its heirs, successors, assigns, and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States, resulting from said Patent Properties and any confirmations, divisions, continuations, reexaminations, reissues, or extensions thereof, to Assignee.

For the same consideration, Assignor agrees to execute all papers necessary in connection with any interference, which may be declared concerning said Patent Properties (and/or patents that may be granted therefrom), or any confirmation, division, continuation, reexamination, or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.

For the same consideration, Assignor agrees to execute all papers and documents and perform any act, which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

For the same consideration, Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will perform all affirmative acts, which Assignee, its successors, legal representatives, or assigns may deem necessary, to obtain, maintain, confirm by reissue or reexamination, enforce, and/or defend any of said Patent Properties, or any application or patent claiming priority to said Patent Properties, without charge to the Assignee, its successors, legal representatives, or assigns, but also at no cost or expense to the Assignor.

Assignor grants the firm of BOWMAN GREEN HAMPTON & KELLY, PLLC of Chesapeake, Virginia the power to insert on this Assignment any further identification, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Each individual signing this Assignment on behalf of any corporation or other entity represents and warrants that he or she has the requisite authority to execute this Assignment on behalf of such entity and by so doing to bind such entity to all the terms and provisions of this Assignment, and further agrees to be bound individually by all such terms and provisions.

This Assignment is effective as of the 18^{th}

_ day of <u>May</u>, 2005.

MASTERS OF DE

By: ____

Name: Michael M. Noell

Title: Manager

EXHIBIT I

ASSIGNMENT FROM JAMES E. RAY TO MASTERS OF DEFENSE LLC

PATENT

REEL: 016326 FRAME: 0302

Attorney Docket No.: BLH-18C

ASSIGNMENT OF WORLDWIDE RIGHTS

WHEREAS, I, James E. Ray, a citizen of the United States, residing at 1941 Camp Branch Road, Waynesville, NC 28786, as assignor, have made an invention entitled <u>Knife Handle</u> as shown and described in a design patent application for U.S. Letters Patent, filed herewith; and

WHEREAS, MASTERS OF DEFENSE LLC, a body politic and corporate under the laws of the Commonwealth of Virginia, whose post office address is 4850 Brookside Court, Norfolk, VA 23502, as assignee, is desirous of securing the entire, right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, I, as assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, my entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof, and I hereby authorize and request the Commissioner of Patents of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment.

AND, I HEREBY covenant that I have the full right to convey the interest assigned by this Assignment, and I have not executed, and will not execute any agreement in conflict with this Assignment;

AND, I HEREBY further covenant and agree that I will, without further consideration, communicate with assignee, its successors and assigns, any facts known to me respecting this

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invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of this invention in said assignee, its successors and assigns, execute all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hands.

2/2/04

Date

James E. Ray (L.S.)

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EXHIBIT II

ASSIGNMENT FROM JEFFREY A. HARKINS TO MASTERS OF DEFENSE LLC

PATENT

REEL: 016326 FRAME: 0305

DESIGN PATENT APPLICATION

Attorney Matter No.: 729-041

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/WE, the undersigned,

Jeffrey A. Harkins

who has/have created a certain new and useful invention and discovery, for which an application for United States Design Patent has been applied for, which is entitled,

KNIFE HANDLE (U.S. PATENT APPLICATION SERIAL NO.: 29/199,228)

Do hereby sell, assign, transfer, and convey, without reservations, to MASTERS OF DEFENSE LLC, a Limited Liability Company of the Commonwealth of Virginia having a place of business at 4850 Brookside Court, in the City of Norfolk, and Commonwealth of Virginia, its successors, assigns, and legal representatives, the full and exclusive right to said invention and discovery and said application and to any and all inventions and discoveries described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent, and every priority right that is or may be predicated upon, or arise from, said invention, said discovery, said application, and said Letters Patent, which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts and treaties;

Agree that MASTERS OF DEFENSE LLC, hereinafter referred to as ASSIGNEE, may apply for and receive Letters Patent for said invention and said inventions or said discovery and said discoveries, hereinafter referred to as said invention, in our name or in the name of said ASSIGNEE or otherwise as said ASSIGNEE may deem advisable, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said ASSIGNEE, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said ASSIGNEE, its successors, assigns, or legal representatives;

Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Letters Patents to said ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as said ASSIGNEE may direct;

Covenant with said ASSIGNEE, its successors, assigns, or legal representatives and warrant that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same without encumbrance as herein expressed is possessed by the undersigned.

PATENT

REEL: 016326 FRAME: 0306

Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon said ASSIGNEE'S request and at said ASSIGNEE'S expense, promptly and without additional consideration to me or them, all acts reasonably serving to assure that said invention, said patent application, and said Letters Patent shall be held and enjoyed by said ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this Assignment had not been made and particularly to execute and deliver to said ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by said ASSIGNEE; and to communicate to said ASSIGNEE all facts known to me relating to said invention or the history thereof, and to testify as to the same in any court or proceeding; and to promptly furnish said Assignee any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said invention.

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 document.

IN TESTIMONY WHEREOF I have hereunto set MY signature on the date indicated below.

Return Address:

BOWMAN GREEN HAMPTON & KELLY, PLLC Attn: Peter A. Shaddock II 501 Independence Parkway, Suite 201 Chesapeake, Virginia 23320

day of March, 2005, before me personally came Jeffrey A. Harkins to me known BE IT KNOWN, that on this to be the person(s) mentioned in and who executed the foregoing assignment, and he/they acknowledged to me that he executed the same at his free act and deed for the use and purposes therein mentioned.

> FNISE SENN VOTARY PUBLIC-MONTANA

Residing et Hamilton, Montane My Comm. Expires July 4, 2007

My Commission Expires

PATENT

REEL: 016326 FRAME: 0307

RECORDED: 07/29/2005