

09-13-2007



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First Named Inventor	Stuart David Farnworth
Title	Stand and Enclosure for Pencil Sharpener
Attorney Docket Number	ACME/166DES/US
Date	September 6, 2007

Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, Virginia 22313-1450

Please record the attached document.

1. Name of conveying party(ies):

Stuart David Farnworth Javier Verdura
Jonathan A. Lee

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

Name: Acme United Corporation
Street Address: 60 Round Hill Road
City, State, ZIP: Fairfield, Connecticut 06824
Country: United States of America

State of Incorporation: Connecticut

3. Nature of Conveyance: Assignment
Execution Dates: August 31, 2007 and September 4, 2007

4. This document is being filed with a new application,
the execution dates of which are: August 31, 2007 and September 4, 2007

5. Name and address of party to whom correspondence document should be mailed:

Guy D. Yale, Esq.
Alix, Yale & Ristas, LLP
750 Main Street, Suite 1400
Hartford, CT 06103-2721

6. Total number of applications involved: 1

7. Total fee enclosed: \$40.00. If this amount is incorrect, please charge or credit the
difference to Deposit Account No. 16-2563.

8. Total number of pages including cover sheet, attachments and documents: 3

To the best of my knowledge and belief, the foregoing information is true and correct.

SIGNATURE OF APPLICANT, ATTORNEY OR AGENT

Firm or Individual name	<u>Guy D. Yale</u>	Reg. No.	<u>29,125</u>
Signature			
Date	<u>September 6, 2007</u>	Attorney's Docket No.	<u>ACME/166DES/US</u>

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ASSIGNMENT

WHEREAS, we, Stuart David Farnworth, Jonathan A. Lee and Javier Verdura, respectively residing at 5 Spicer Court, Westport, Connecticut 06880, 157½ Kings Highway, Milford, Connecticut 06460, and 41 Stone Manor Drive, Milford, Connecticut 06460, have invented new and useful improvements in

Stand and Enclosure for Pencil Sharpener

for which we are making application for Letters Patent of the United States, which application was executed by us on the _____ day of _____ 2007, the _____ day of _____ 2007, and the _____ day of _____, and

WHEREAS, Acme United Corporation, a Connecticut corporation, having a place of business at 60 Round Hill Road, Fairfield, Connecticut 06824, is desirous of acquiring the entire right, title and interest in and to said improvements and any Letters Patent which may be granted thereon;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One (1) Dollar to us in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, we, the said Stuart David Farnworth, Jonathan A. Lee and Javier Verdura, sell, assign and transfer to Acme United Corporation, its successors and assigns (hereinafter called "Assignee"), the entire right, title and interest in and to said improvements and in and to any Letters Patent which may be obtained thereon in the United States and in all countries foreign thereto, together with said application and all divisional, continuing, substitute, renewal, reissue, and other applications for Letters Patent which have been or may be filed on said improvements in the United States or any other country; the same to be held and enjoyed by the Assignee for its and their sole use and behoof; and we do hereby further assign to the Assignee the right to file applications for patent in all countries on said improvements and all rights of priority resulting from any application for Letters Patent filed on said improvements.

We hereby authorize and request the Commissioner of Patents and Trademarks to issue all Letters Patent of the United States on said improvements to the Assignee.

We further covenant and agree that when requested by the Assignee, and without further consideration, but at the cost and expense of the Assignee, we will, for any and all countries, execute and deliver all applications for patent on said improvements, execute all lawful oaths and other papers, supply to the Assignee all facts and evidence known to us relating to said improvements and the history and development thereof, testify in all interferences, suits, and other legal proceedings, and generally do everything rightful which the Assignee shall consider desirable for aiding in

securing, maintaining, and enforcing proper patent protection for said improvements and for vesting the title to said improvements in the Assignee.

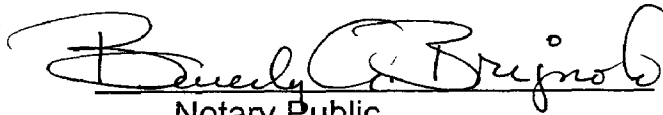
We further covenant that we have the lawful right to assign the interest in said improvements in the manner and form as herein expressed and that the interests herein conveyed are free from prior assignment, grant, mortgage, license, or other encumbrance whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

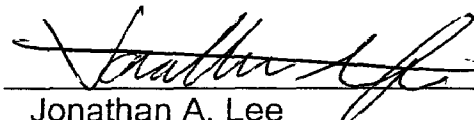

Stuart David Farnworth

State of Connecticut)
County of Fairfield) ss:

On this 31st day of August, 2007, before me personally appeared Stuart David Farnworth, who acknowledged that he signed the within instrument and that he executed the same as his own free act and deed.


Notary Public

Date Commission Expires: May 31, 2010


Jonathan A. Lee

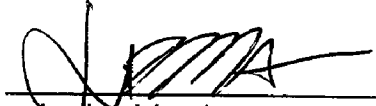
State of Connecticut)
County of Fairfield) ss:

On this 4th day of September, 2007, before me personally appeared Jonathan A. Lee, who acknowledged that he signed the within instrument and that he executed the same as his own free act and deed.


Notary Public

Date Commission Expires:

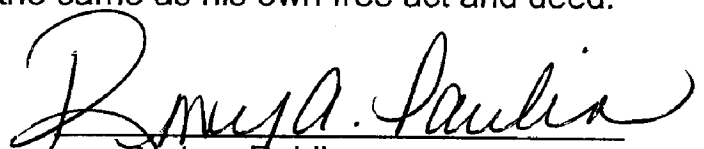
ROMY A. PAULIN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2011



Javier Verdura

State of Connecticut)
County of Fairfield) ss:

On this 4th day of September 2007, before me personally appeared Javier Verdura, who acknowledged that he signed the within instrument and that he executed the same as his own free act and deed.



Notary Public

Date Commission Expires:

**ROMY A. PAULIN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2011**