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First Named Inventor	Stuart David Farnworth
Title	Pencil Sharpener
Attorney Docket Number	ACME/178DES/US
Date	March 24, 2008

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

James E. McCay

Michael E. Peterson

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 Date:

March 18, 2008

29/293,298 4. Application No. filed November 15, 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, ATTORNE 183048/2006 NOTENE 0	9999969 29293298
Firm <i>or</i> Individual name	Guy D. (ale)	01 FC:8021 Reg. No 29,125	48.80
Signature	75		
Date	March 24, 2008	Attorney's Docket No. ACME/1	78DES/US

PATENT REEL: 020716 FRAME: 0746 Attorney Docket: <u>ACME/178DES/US</u>

ASSIGNMENT

WHEREAS, we, Stuart David Farnworth, Michael E. Peterson, and James E. McCay, respectively residing at 5 Spicer Court, Westport, Connecticut 06880; 303 Mailands Road, Fairfield, Connecticut 06824, and 218 Eastlawn Street, Fairfield, Connecticut 06824, have invented new and useful improvements in

Pencil Sharpener

for which we have made application for Letters Patent of the United States, which application was filed on November 15, 2007 under Serial No. 29/293,298; 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, Michael E. Peterson, and James E. McCay, 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.

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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 ha	and and seal.
State of Connecticut)) ss: County of Fairfield)	vid Farnworth
On this 18th day of, 2008, before Stuart David Farnworth, who acknowledged that he signed	
that he executed the same as his own free act and deed.	
Rouly Dujnsh Notary Public	
Date Commission Expires: They 31, 2010 Michael E.	Peterson
State of Connecticut)	
State of Connecticut)	
On this 18th day of merch, 2008, before Michael E. Peterson, who acknowledged that he signed the rie executed the same as his own free act and deed.	me personally appeared within instrument and that
Pouly a. Prynolo Notary Public	

Date Commission Expires: may 31, 2010

James E. McCay

State of Correct out)
County of Fairfuld) ss: fairfuld

On this 18 day of March, 2008, before me personally appeared James E. McCay, 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:

RECORDED: 03/26/2008

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

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