

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACME UNITED CORPORATION		11/01/2023	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Good Sportsman Marketing, L.L.C.		
Street Address:	5250 Frye Road		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1003134	WESTERN	
Registration Number:	1866760	CAMILLUS HAS THE EDGE!	
Registration Number:	2940137	HEAT	
Registration Number:	3515360	CAMILLUS	
Registration Number:	3515359	CAMILLUS CUTLERY	
Registration Number:	4250421	WESTERN STATES	
Registration Number:	4601914	CUDA	
Registration Number:	4601964	CUDA	
Registration Number:	4924124	WESTERN RUGGED AS THE OUTDOORS SINCE 191	
Registration Number:	4810320	FIERCE... TOUGH.... PROVEN	
Registration Number:	1872261	CAMCO	
Registration Number:	2944071	CROSSFIRE	
Registration Number:	5459379	IT'S IN OUR DNA	
CORRESPONDENCE DATA			
Fax Number:	7139750995		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	18328866845		
Email:	ttaylor@dmiplaw.com		

OP \$340.00 1003134

Correspondent Name: D'Ambrosio & Menon, PLLC
Address Line 1: 3 Sugar Creek Center Blvd., Suite 100
Address Line 4: Sugar Land, TEXAS 77478

ATTORNEY DOCKET NUMBER: GSM001/Acme to GSM

NAME OF SUBMITTER: Tanya Taylor

SIGNATURE: /Tanya Taylor/

DATE SIGNED: 11/07/2023

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is effective as of November 1, 2023 by and between GOOD SPORTSMAN MARKETING, L.L.C., a Delaware limited liability company (“Assignee”) and ACME UNITED CORPORATION, a Connecticut corporation (“Assignor”).

WITNESSETH:

WHEREAS, Assignor and GSM Holdings, Inc., a Delaware corporation and parent entity of Assignee (“GSM”), are parties to that certain Asset Purchase Agreement by and among Assignor and Assignee dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for sale, assignment, conveyance and transfer of certain assets to GSM and/or Assignee, including the Acquired Intellectual Property (as defined in the Purchase Agreement). This Agreement is made and delivered in accordance with the Purchase Agreement in order to evidence the transfer of interest in the Acquired Intellectual Property as provided in the Purchase Agreement.

WHEREAS, Assignor and Assignee desire that all of Assignor’s respective rights, titles and interests in and to all Acquired Intellectual Property included in the Acquired Assets be assigned, transferred, conveyed and delivered to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Rights.

a. Assignment. Assignor hereby irrevocably assigns, sells, conveys, delivers and transfers to Assignee all of Assignor’s right, title and interest in and to any and all Acquired Intellectual Property included in the Acquired Assets (including, but not limited to, the Acquired Intellectual Property listed on Exhibit A hereto, including any and all common law rights associated with the Acquired Intellectual Property), together with the goodwill of the Business relating to the products and services on or in connection with which the Acquired Intellectual Property is used (as applicable) and symbolized thereby, and registrations and pending registration applications thereof, together with all income, royalties, and damages hereafter due or payable to Assignor with respect to the Acquired Intellectual Property.

b. Further Assurances. Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee’s interest in, ownership of or title to the Acquired Intellectual Property, to clear any encumbrances on the Acquired Intellectual Property (other than those specifically provided for in the Purchase Agreement), or otherwise give full effect to the purposes of this Agreement.

3. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by all parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(b) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

(d) Purchase Agreement. Nothing contained in this Agreement will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Agreement being intended only to effect the transfer by Assignor to Assignee of the Acquired Intellectual Property. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

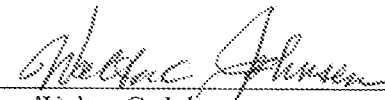
(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

ACME UNITED CORPORATION, a Connecticut corporation

By: 
Name: Walter C. Johnson
Title: Chairman and Chief Executive Officer

ASSIGNEE:

GOOD SPORTSMAN MARKETING, L.L.C., a Delaware limited liability company

By: _____
Name: Edward R. Castro
Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 008251 FRAME: 0424

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

ACME UNITED CORPORATION, a Connecticut corporation

By: _____
Name: Walter C. Johnsen
Title: Chairman and Chief Executive Officer

ASSIGNEE:

GOOD SPORTSMAN MARKETING, L.L.C., a Delaware limited liability company

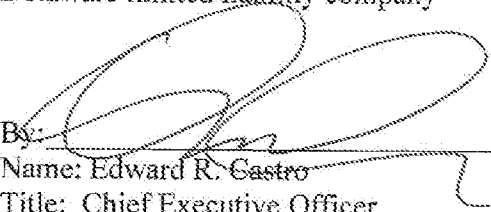

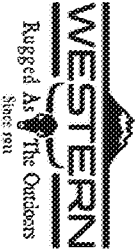
By:  _____
Name: Edward R. Castro
Title: Chief Executive Officer

Exhibit A

Trademark Registrations:

<u>Country</u>	<u>Trademark Name</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Image</u>
US	WESTERN	72/414622	1003134	2/4/1972	
US	CAMILLUS HAS THE EDGE!	74/480539	1866760	1/19/1994	
US	HEAT	78/398607	2940137	4/8/2004	HEAT
US	CAMILLUS	77/379979	3515360	1/24/2008	CAMILLUS
US	CAMILLUS CUTLERY	77/379968	3515359	1/24/2008	CAMILLUS CUTLERY
US	WESTERN STATES	77/898785	4,250,421	12/22/2009	WESTERN STATES
US	CUDA	85/626100	4,601,914	5/15/2012	CUDA

US	CUDA	85/668131	4601964	7/3/2012	
US	WESTERN RUGGED AS THE OUTDOORS SINCE 1911	86/517088	4,924,124	1/28/2015	
US	FIERCE... PROVEN	86/976808	4810320	5/16/2014	
US	TOUGH...				
US	CAMCO	74/480538	1872261	1/19/1994	
US	CrossFire	78/408876	2944071	4/27/2004	
US	IT'S IN OUR DNA	86/565003	5459379	3/16/2015	

TRADEMARK

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RECORDED: 11/07/2023