

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SNAP-ON TOOLS COMPANY LLC		01/01/2002	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	SNAP-ON TECHNOLOGIES, INC.
Street Address:	420 BARCLAY BOULEVARD
City:	LINCOLNSHIRE
State/Country:	ILLINOIS
Postal Code:	60069
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 4

Property Type	Number
Registration Number:	1173005
Registration Number:	1780097
Registration Number:	1163550
Registration Number:	1073526

CORRESPONDENCE DATA

Fax Number: (312)236-7516  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312/368-4000  
 Email: ch.tm@piperrudnick.com  
 Correspondent Name: PIPER RUDNICK  
 Address Line 1: P. O. BOX 64807  
 Address Line 4: CHICAGO, ILLINOIS 60664-0807

CH \$115.00 1173005

ATTORNEY DOCKET NUMBER:

259190-001007

NAME OF SUBMITTER:

KEITH W. MEDANSKY

Total Attachments: 7

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**BILL OF SALE, ASSIGNMENT AND ASSUMPTION  
OF LIABILITIES AGREEMENT**

BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES  
AGREEMENT, effective as of the 1<sup>st</sup> day of January, 2002 (the "Effective Date"), by and  
between SNAP-ON TECHNOLOGIES, INC., an Illinois corporation ("Recipient"), and SNAP-  
ON TOOLS COMPANY, LLC, a Delaware limited liability company ("Transferor").

RECITALS

A. Transferor desires to transfer certain property and related liabilities to Recipient.

B. Recipient desires to acquire from Transferor the assets Transferor desires to transfer and, in consideration therefor, to assume, and indemnify Transferor against, the liabilities Transferor desires to transfer.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the above premises and the mutual promises and covenants herein contained, the parties agree as follows:

**1. TRANSFER OF ASSETS**

1.1 Transferred Assets. Effective as of the Effective Date, Transferor hereby sells, transfers, conveys, assigns and delivers to Recipient, and Recipient hereby acquires and accepts, all of Transferor's right, title and interest in and to the following, together with all rights associated with such assets, but excluding the Excluded Assets (as hereinafter defined)(such transferred assets, collectively, the "Transferred Assets"):

1.1.(a) Trademarks, Service Marks and Copyrights. All right, title and interest of Transferor in and to (i) any and all registered and unregistered trademarks, service marks and trade and corporate names owned by Transferor, along with all trademark and service mark registrations or other registrations or applications thereof, together with the goodwill appurtenant to and represented and symbolized by such trademarks, service marks and trade and corporate names (collectively referred to herein as "Marks") and (ii) any and all copyrights, registered or unregistered, in all works or authorship, published or unpublished, owned by Transferor, including all graphics, standards manuals, product manuals, operating manuals, service manuals, parts manuals, catalogs, advertisements, promotional materials and computer programs and all copyright registrations and applications to register copyrights owned by Transferor, and any rights to secure renewals thereof (collectively referred to herein as "Copyrights").

1.1.(b) Patent Intellectual Property Rights. All of Transferor's Patent Intellectual Property Rights. As used herein, the term "Patent Intellectual Property Rights" shall mean and include: (i) all patents and applications for patents owned by Transferor; (ii) all inventions disclosed and/or claimed in all of the foregoing patents and applications for patents and all other inventions owned by Transferor; (iii) all rights to file patent applications, priority rights, utility models, patent ownership rights, inventor's certificates

and patents that may be in the future granted on any of the foregoing inventions or applications for patents owned by Transferor; and (iv) the rights to secure all renewals, reissues, continuations and continuations-in-part, patents of addition, divisions, extensions or the like of any of the foregoing patents.

1.1(c) Licenses. Licenses granting any third party rights to use any Patent Intellectual Property Rights, Copyrights or Marks (the "Licenses").

1.1(d) Records and Files. All records, files, invoices, accounting records, business records, operating data and other data of Transferor relating primarily to the other Transferred Assets.

1.1(e) General Intangibles. All claims for collection, indemnity rights and other claims and causes of action arising out of occurrences before the date hereof, and other intangible rights and assets of Transferor, in each case to the extent primarily to the other Transferred Assets.

1.2. Excluded Assets. The provisions of Section 1.1 notwithstanding, Transferor shall not sell, transfer, assign, convey or deliver to Recipient, and Recipient will not acquire or accept, the following assets of Transferor (collectively, the "Excluded Assets"):

1.2.(a) Attorney-Client Privileges. Any attorney-client privileges and rights related thereto.

1.2.(b) Other Assets. The assets of Transferor, if any set forth on Exhibit A hereto.

## 2. ASSUMPTION OF LIABILITIES

2.1 Liabilities to be Assumed. As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Subject to Section 2.2, effective as of the Effective Date, Recipient hereby assumes and agrees to perform and discharge the following, and only the following, Liabilities of Transferor, whether arising before or after the date hereof (collectively, the "Assumed Liabilities"):

2.1.(a) Licenses. Those Liabilities of Transferor, whether arising before or after the date hereof, under and pursuant to the Licenses.

2.1.(b) Liability For Breach. Liabilities of Transferor for any breach or failure to perform any of Transferor's covenants and agreements contained in, or made pursuant to, any contract among or relating primarily to the Transferred Assets.

2.2 Liabilities Not to be Assumed. Except as and to the extent specifically set forth in Section 2.1, Recipient is not assuming any Liabilities of Transferor and all such Liabilities shall

be and remain the responsibility of Transferor. Without limitation and notwithstanding the provisions of Section 2.1, Recipient is not assuming and Transferor shall not be deemed to have transferred to Recipient the following Liabilities of Transferor:

2.2.(a) Litigation Matters. Any Liability with respect to any action, suit, proceeding, arbitration, investigation or inquiry, whether civil, criminal or administrative, to which Transferor is a party.

### 3. INDEMNIFICATION

3.1 By Recipient. Subject to the terms and conditions of this Article 3, Recipient hereby agrees to indemnify, defend and hold harmless Transferor, and its directors, officers, employees and controlled and controlling persons (hereinafter "Transferor's Affiliates"), from and against all Claims asserted against, resulting to, imposed upon, or incurred by Transferor or Transferor's Affiliates, directly or indirectly, by reason of, arising out of or resulting from (a) the breach of any covenant of Recipient contained in this Agreement, (b) any Claim of or against Transferor arising from the Assumed Liabilities or (c) any Claim of or against Transferor arising out of the conduct of the operation of Recipient's business after the Effective Time. As used in this Article 3, the term "Claim" shall include (i) all Liabilities; (ii) all loses, damages (including, without limitation, consequential damages), judgments, awards, settlements, costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated matter), penalties, court costs and attorneys fees and expenses); and (iii) all demands, claims, suits, actions, costs of investigation, causes of action, proceedings and assessments, whether or not ultimately determined to be valid.

3.2 Indemnification of Third-Party Claims. The obligations and liabilities of Recipient to indemnify any party under this Article 3 with respect to Claims relating to third parties shall be subject to the following terms and conditions:

3.2.(a) Notice and Defense. The party or parties to be indemnified (whether one or more, the "Indemnified Party") will give Recipient written notice of any such Claim, and Recipient will undertake the defense thereof by representatives chosen by it. Failure to give such notice shall not affect Recipient's duty or obligations under this Article 3, except to the extent Recipient is prejudiced thereby. So long as Recipient is defending any such Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to Recipient or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of Recipient and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.

3.2.(b) Failure to Defend. If Recipient, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of Recipient, and Recipient shall

thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment.

3.2.(c) Indemnified Party's Rights. Anything in this Article to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) Recipient shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all Liability in respect of such Claim.

3.3 Payment. Recipient shall promptly pay the Indemnified Party any amount due under this Article 3, which payment may be accomplished in whole or in part, at the option of the Indemnified Party, by the Indemnified Party setting off any amount owed to Recipient by the Indemnified Party. To the extent set-off is made by an Indemnified Party in satisfaction or partial satisfaction of an indemnity obligation under this Article 3 that is disputed by Recipient, upon a subsequent determination by final judgment not subject to appeal that all or a portion of such indemnity obligation was not owed to the Indemnified Party, the Indemnified Party shall pay Recipient the amount which was set off and not owed together with interest from the date of set-off until the date of such payment at an annual rate equal to the average annual rate in effect as of the date of the set-off, on those three maturities of United States Treasury obligations having a remaining life, as of such date, closest to the period from the date of the set-off to the date of such judgment. Upon judgment, determination, settlement or compromise of any third party Claim, Recipient shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If recipient desires to appeal from an adverse judgment, then Recipient shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment in full by Recipient of such amounts, Recipient shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such third party Claim.

#### 4. MISCELLANEOUS

4.1 Further Assurance. From time to time, at Recipient's request and without further consideration, Transferor will execute and deliver to Recipient such documents and take such other action as Recipient may reasonably request in order to consummate more effectively the transactions contemplated hereby and to vest in Recipient good, valid and marketable title to the business and assets being transferred hereunder, including without limitation executing documents as may be necessary to enable Recipient to reflect the transfers contemplated hereby in any government office.

4.2 Assignment; Parties in Interest.

4.2.(a) Assignment. The rights and obligations of a party hereunder may be assigned, transferred or encumbered without the prior written consent of the other party.

4.2.(b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

4.3. Law Governing Agreement. This Agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

4.4. Amendment and Modification. Transferor and Recipient may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

4.5. Expenses. Recipient will bear all applicable sales, use, real estate transfer, excise, recording, filing or similar fees or taxes incurred with respect to the consummation of the transactions contemplated hereby. Except as otherwise provided herein, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

4.6. Entire Agreement. This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or between the parties other than those set forth or provided for herein.


4.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.8. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

REMAINDER OF PAGE INTENTIONALLY OMITTED.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

SNAP-ON TECHNOLOGIES

By:   
Denis J. Loverife  
Treasurer

SNAP-ON TOOLS COMPANY, LLC

By:   
Denis J. Loverife  
Treasurer



Certain Excluded Assets