

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ITW Canada, Ltd.		08/01/2008	LIMITED PARTNERSHIP: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walrus Acquisition Subsidiary Canada ULC		
<b>Street Address:</b>	c/o Selig Sealing Products, Inc.		
<b>Internal Address:</b>	342 E. Wabash Street		
<b>City:</b>	Forrest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	61741		
<b>Entity Type:</b>	unlimited company: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1248369	SAFE-GARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(646)728-2614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-596-9000		
<b>Email:</b>	tmfilings@fishneave.com		
<b>Correspondent Name:</b>	Erica M. Fischer, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	0735-453 ASG - ITW CANA		
<b>NAME OF SUBMITTER:</b>	Erica M. Fischer		
<b>Signature:</b>	/Erica M. Fischer/		

CH \$40.00 1248369

Date:

08/01/2008

**Total Attachments: 5**

source=ITWCanadaAssg#page1.tif

source=ITWCanadaAssg#page2.tif

source=ITWCanadaAssg#page3.tif

source=ITWCanadaAssg#page4.tif

source=ITWCanadaAssg#page5.tif

UNITED STATES TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of August 1, 2008, by and between ITW Canada, Ltd., an Ontario, Canada limited partnership ("Assignor"), and Walrus Acquisition Subsidiary Canada ULC, a Nova Scotia, Canada unlimited company ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Asset Purchase Agreement between the Parties of even date herewith (the "Agreement"), the Assignors have assigned all right, title and interest in the Trademarks (as defined by reference therein), including any and all trademarks and trademark applications listed on the attached Schedule 1, and all goodwill of any business associated and connected therewith or symbolized thereby (collectively referred to as the "Trademarks"); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pursuant to the Agreement, which is incorporated by reference as if fully set forth herein, the Assignors hereby assign to the Assignee all of Assignors' right, title and interest in and to the Trademarks including all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks.

2. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any trademark application that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including without limitation all United States trademark applications that are based on an intent-to-use, unless and until such time that the contribution, assignment and/or conveyance will not cause the invalidation, cancellation or abandonment of such trademark application.

3. This Trademark Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. This Trademark Assignment is subject to all the terms and conditions of the Agreement. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Trademarks.

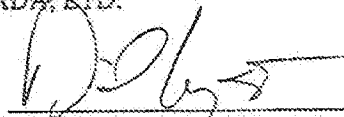
*[Remainder of this page intentionally left blank]*

United States Trademarks Assignment  
Seller: ITW Canada, Ltd.  
to Buyer:  
Walrus Acquisition Subsidiary Canada ULC

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

SELLER:

ITW CANADA LTD.

By:   
Name: David Livingston  
Title: Authorized Signatory

BUYER:

WALRUS ACQUISITION SUBSIDIARY CANADA ULC

By: \_\_\_\_\_  
Name:  
Title:

United States Trademarks Assignment  
Seller: ITW Canada, Ltd.  
to Buyer:  
Walrus Acquisition Subsidiary Canada ULC

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

SELLER:

ITW CANADA, LTD.

By: \_\_\_\_\_

Name:

Title:

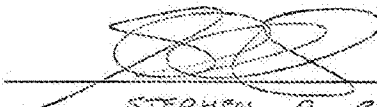
BUYER:

WALRUS ACQUISITION SUBSIDIARY CANADA ULC

By: \_\_\_\_\_

Name:

Title:

  
STEPHEN P. CASSIDY  
PRESIDENT

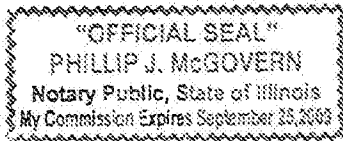
United States Trademarks Assignment  
Seller: ITW Canada, Ltd.  
to Buyer:  
Walrus Acquisition Subsidiary Canada ULC

TRADEMARK  
REEL: 003827 FRAME: 0600

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On this 1st day of August 2008, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared David Livingston, to me known to be the Authorized Signatory of ITW Canada, Ltd., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said limited liability company for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Phillip J. McGovern  
(Signature of Notary)



Phillip J. McGovern  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Illinois,  
residing at Chicago, Cook County  
My appointment expires 9-25-09

Acting in the County of: Cook

United States Trademarks Assignment  
Seller: ITW Canada, Ltd.  
to Buyer:  
Walrus Acquisition Subsidiary Canada ULC

Schedule I

TRADEMARKS

Country	Case Status	Title	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Local Classes
United States of America	Registered	SAFE-GARD	30-Mar-1981	73/303365	16-Aug-1983	1245369	20

United States Trademark Assignment - ITW Canada, Ltd. to Walrus Acquisition Subsidiary Canada ULC