

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
ETW Corporation		09/28/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
Name:	Eastern Tool Warehouse Corp.		
Street Address:	20 Fairfield Place		
City:	West Caldwell		
State/Country:	NEW JERSEY		
Postal Code:	07007		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3016494	RACE WAY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(973)867-4555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-867-4502		
Email:	sloeb@feinsuch.com		
Correspondent Name:	Jay Gartman		
Address Line 1:	20 Fairfield Place		
Address Line 4:	West Caldwell, NEW JERSEY 07007		
NAME OF SUBMITTER:	Jay Gartman		
Signature:	/Jay Gartman/		
Date:	09/28/2010		

OP \$40.00 3016494

Total Attachments: 7  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is entered into as of September \_\_\_\_, 2010, by and among Eastern Tool Warehouse Corp., a New York corporation, with offices located at \_\_\_\_\_, and Jay Gartman, an individual, residing at \_\_\_\_\_ (hereinafter collectively referred to as "Assignor"), on the one hand, and National Tool Warehouse LLC, a Delaware limited liability company, with offices located at \_\_\_\_\_ ("Assignee"), on the other hand.

### R E C I T A L S

WHEREAS, pursuant to an Asset Purchase Agreement between Assignor, Assignee and certain other parties dated as of even date herewith (the "Purchase Agreement"), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among certain other property, all of Assignor's right, title and interest in and to the Assets (capitalized terms used herein and not otherwise defined shall have the respective meaning assigned to them in the Purchase Agreement);

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the Intellectual Property (as hereinafter defined); and

WHEREAS, in connection with Assignee's acquisition of the Assets, Assignee desires to acquire, and Assignor is willing to convey, Assignor's entire right, title and interest in and to the Intellectual Property, and all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, delivers and quit claims to Assignee Assignor's entire right, title and interest in, to and under the Intellectual Property, including common law rights together with the goodwill symbolized by and associated with the Intellectual Property, and all registrations and applications relating to the Intellectual Property, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, fees and payments now or hereafter due or payable in respect of the Intellectual Property, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Intellectual Property, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

For purposes of this Assignment, "Intellectual Property" means any and all of the following which is necessary, used in, useful to, or is otherwise related to the Business; (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, internet domain names and rights in telephone numbers, together with all translations,

adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including without limitation those listed on Schedule A attached hereto and made a part hereof, (c) all copyrightable works, all copyrights (whether registered or not), and all applications, registrations, and renewals in connection therewith, including without limitation those listed on Schedule A, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including source code, executable code, data, databases, and related documentation), (g) all advertising and promotional materials, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authorities (both foreign and domestic) or third parties of Assignee's ownership of all right, title and interest in and to the Intellectual Property and the goodwill associated therewith.

Assignor will carry out the applicable transfer instructions promulgated by the applicable domain name registrar as may be necessary or appropriate to effect the transfer of the domain names listed in Schedule A from Assignor to Assignee. Assignor will comply with all assignment procedures specified by the applicable registrars at the time of the assignment. Assignor agrees to execute and deliver all documents and take all action requested by Assignee or the registrars and assist Assignee in any reasonable manner to obtain, perfect and enforce, for Assignee's benefit, Assignee's rights, title and interest in any and all countries, in and to all property rights in the domain names, including, without limitation, compliance with any requests for documentation, approval and any other information requested by the applicable registrars to complete the transfer of the registrations from Assignor to Assignee, so that the WHOIS databases and records of the respective registrars confirm the transfer of the domain names from Assignor to Assignee.

Assignor will duly execute, acknowledge and deliver to Assignee any and all further agreements and instruments consistent herewith which Assignee may deem reasonably necessary to carry out and effectuate the purpose and intent of this Agreement or to evidence Assignee's rights in and to the Intellectual Property.

**THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed on as of the first date above written to be effective as of such date.

Assignor:

EASTERN TOOL WAREHOUSE CORP.

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

Name:

Title:

\_\_\_\_\_  
Jay Gartman

Assignee:

NATIONAL TOOL WAREHOUSE LLC

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

Name:

Title:

## SCHEDULE A

### Trademarks

- “RACE WAY” (and design) - United States Patent and Trademark Office Registration No. 3016494.

### Copyrights

- “Catalog supplement to “Equipment and tools...catalog” – published in 1984, supplement to 1984 catalog, United States Copyright Office registration number TX0001479649.
- “Catalog supplement to “Equipment and tools...catalog” – published in 1985, supplement to 1984 catalog, United States Copyright Office registration number TX0001479649.
- Unregistered copyrights owned by Assignor and all other proprietary rights owned by Assignor in and to, (a) Assignor’s website, including without limitation all content, elements and components thereof, accessible through the etwcorp.com and etwcorp-online.com URLs (the “Website”), and (b) all catalogs, print publications, marketing materials and visual or editorial content related to, used in connection with, or necessary for, Assignor’s Business.

### Domain Names

- [www.etwcorp.com](http://www.etwcorp.com) – Registrar: Network Solutions
- [www.etwcorp-online.com](http://www.etwcorp-online.com) – Registrar: Network Solutions
- The Website and all access codes, information and technical specifications owned by Assignor and that are necessary to access, update, maintain, operate and control the Website.