TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ETW Corporation		09/28/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3016494	RACE WAY

CORRESPONDENCE DATA

Fax Number: (973)867-4555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9738674502
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

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,

TRADEMARK
REEL: 004285 FRAME: 0513

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 – Registrar: Network Solutions

- 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.

United States Patent and Trademark Office

Trademark Electronic Application System - TEAS Application

Navigation History: Wizard > **Mark Info** > Addtl Stmnts > Applicant/Entity > Fee/Signature

PTO Form 1597 (Rev 11/2007)
OMB No. 0651-0055 (Exp. 06/30/2012)

Section 7 Request Form

TEAS - Version 4.7 : 07/10/2010

A correction or amendment under Section 7 of the Trademark Act only affects information appearing on the certificate of registration. If the information being corrected or amended is not on the certificate, it is not processed as a correction or amendment under this section.

A request to correct a registration may be submitted to correct immaterial errors on the certificate, whether caused by the owner or the USPTO. A request to amend a registration may be submitted to request immaterial changes to the mark and/or other information on the registration certificate.
NOTE: The correction of a USPTO error that would result in a material change to the registration may not be requested through this form. *See* TMEP Section 1609.10(a) for information on correcting a USPTO error that would materially change the registration.

To satisfy legal requirements, the declaration at the end of the Section 7 request form must be signed by the owner of the registration or someone who is properly authorized to sign on the owner's behalf.

Important: ONCE A SECTION 7 REQUEST IS SUBMITTED ELECTRONICALLY, THE OFFICE WILL IMMEDIATELY PROVIDE THE SENDER WITH AN ELECTRONIC ACKNOWLEDGMENT OF RECEIPT. Please contact teas@uspto.gov within 24 hours of transmission (or by the next business day) if you do not receive this acknowledgment.

Contact Points:
For **general** trademark information, please e-mail TrademarkAssistanceCenter@uspto.gov, or telephone 1-800-786-9199. If you need help in resolving **technical** glitches, please e-mail teas@uspto.gov. Please include your telephone number in your e-mail, so we can talk to you directly, if necessary. For **status** information on an application that has an assigned serial number, use http://tarr.uspto.gov.

NOTE: Do NOT attempt to check status until at least 72 hours after submission of a filing, to allow sufficient time for our databases to be updated.

Instructions:
To file the Section 7 Request form electronically, please complete the following steps:

1. Fill out all relevant fields.

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REEL: 004285 FRAME: 0517

2. Sign the response form on the Signature Page. If the desired signatory is not available to sign the application, there are three options available:
    1. To electronically forward the Signature Page to the signatory, use the Text Form option on the Signature Page for an electronic signature.
    2. To mail or fax to the signatory, use the Handwritten pen-and-ink signature option on the Signature Page for the traditional "pen-and-ink" signature.
    3. To electronically save the form, use the Download Portable Data option on the Validation Page.
3. Validate the form by selecting the "Continue" button on the Signature Page.
4. On the Validation Page, it is critical to confirm that all information is displayed properly immediately before filing, regardless of the appearance of the data at any point earlier in the process.
5. Click on the Pay/Submit button at the bottom of the Validation Page. If a fee payment is required, this will allow you to choose from 3 different payment methods: credit card, automated deposit account, or electronic funds transfer. Access the proper screen for payment, and make the appropriate entries. If your transmission is successful, you will receive a SUCCESS! Page.
6. You will receive an e-mail acknowledgement of your submission.

Registration Number 3016494

Mark

Law Office Assigned LAW OFFICE 112

Go Back | Continue

Privacy Policy Statement

This information is collected under 15 U.S.C. § 1057 and 37 CFR Part 2 and is used by the public to request a correction or amendment to the information on a certificate of registration. All information collected will be made public. This collection is estimated to take 20 minutes to complete, including gathering, preparing, and submitting the completed form to the USPTO. Time will vary depending upon the individual case. Please direct comments on the time needed to complete this form and/or suggestions for reducing this burden to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. Please note that the USPTO may not conduct or sponsor a collection of information using a form that does not display a valid OMB control number.

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Fri Sep 24 17:59:23 EDT 2010

TRADEMARK
REEL: 004285 FRAME: 0518

United States Patent and Trademark Office

Attention USPTO Deposit Account Holders

On September 30th, the USPTO will close the accounting date at 10:00am to facilitate the year-end closing process. Deposit account replenishments submitted on 9/30/10 must be received by 10:00am to be credited to the account in September. Replenishments received after 10:00am on 9/30/10 will not be posted to the account until 10/1/10. Accounts with balances below the minimum required amount as of 10:00am on 9/30/10 will be assessed the $25.00 service charge.

Please confirm that the information shown below is correct. If there are any errors, click ***"Change"*** to return to the previous form. Otherwise, click ***"Submit"*** to process payment, or ***"Cancel"*** to abort the transaction.

Credit Card Payment Information:

Card Number:	...5991
Card Type:	VISA®
Name on Card:	JAY D GARTMAN
Expiration Date:	03/2014
Street Address 1:	20 FAIRFIELD PLACE
Street Address 2:	
City:	WEST CALDWELL
State:	NEW JERSEY
Zip Code:	07006
Country:	UNITED STATES
Amount:	100
Description:	Section 7 Request for 3016494
Attorney Docket Number:	**Optional**

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