

**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
Eastern Tool Warehouse Corp.		09/30/2010	CORPORATION:

**RECEIVING PARTY DATA**

Name:	National Tool Warehouse LLC
Street Address:	7800 51st Street West
Internal Address:	c/o Barjan LLC
City:	Rock Island
State/Country:	ILLINOIS
Postal Code:	61201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3016494	RACE WAY

**CORRESPONDENCE DATA**

Fax Number: (646)539-3785  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: cac@msf-law.com  
 Correspondent Name: Cassandra Ching  
 Address Line 1: 140 East 45th Street, 19th Floor  
 Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Cassandra Ching
Signature:	/cac/
Date:	10/01/2010

Total Attachments: 4  
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**TRADEMARK  
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**CH \$40.00 3016494**

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## ASSIGNMENT OF TRADEMARK

This Assignment of Trademark ("Assignment") is entered into as of September 30, 2010, by and between Eastern Tool Warehouse Corp., a New York corporation, with offices located at 20 Fairfield Place, West Caldwell, NJ 07004 ("Assignor"), and National Tool Warehouse LLC, a Delaware limited liability company, with offices located at c/o Barjan LLC 7800 51st Street West, Rock Island, IL 61201 ("Assignee").

### 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, 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); and

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the service marks and trademarks identified in Schedule A attached hereto (the "Trademarks"), and has a registration for the Trademarks in the United States Patent and Trademark Office; 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, to and under the Trademarks, all goodwill associated therewith, and all common law rights therein,

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns and transfers to Assignee all of the right, title and interest of Assignor in, to and under the Trademarks including common law rights, together with the goodwill symbolized by and associated with the Trademarks, and all registrations relating to the Trademarks, for Assignee's 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 Trademarks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Trademarks, 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.

Nothing contained in this Assignment shall be deemed to amend, alter or otherwise modify any provision (including, without limitation, any representation or warranty) contained in the Purchase Agreement.

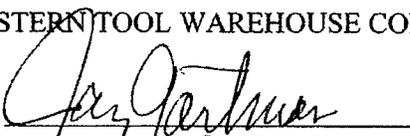
Assignor has caused this Assignment of Trademarks to be duly executed on the date first written above.

EASTERN TOOL WAREHOUSE CORP.

By:

Name:

Title:

  
JAY GARTMAN  
PRESIDENT

State of New Jersey )  
County of Morris )ss.:  
)

On this 30<sup>th</sup> day of September, 2010, before me personally appeared Jay Gurtman, to me known and known to me to be the individual described herein and who executed the foregoing Assignment of Trademark, and (s)he thereupon, being by me duly sworn, did depose and say that (s)he is President of Eastern Tool Warehouse Corp. described herein which executed the foregoing instrument, that (s)he knows the seal of said company, that the seal affixed to said instrument is such seal, that it was so affixed by order of the shareholders of said company, and that (s)he signed his/her name thereto by like order.

Alice Bartholomew  
Notary Public

ALICE BARTHOLOMEW  
A Notary Public of New Jersey  
My Commission Expires 9/2/15

**SCHEDULE A**

**TRADEMARK**

RACE WAY (and design)

**REGISTRATION NO.**

3016494