

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
Jacobs Chuck Manufacturing Company, LLC		07/03/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Easco Hand Tools, Inc.		
Street Address:	125 Powder Forest Drive		
City:	Simsbury		
State/Country:	CONNECTICUT		
Postal Code:	06070		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0561241	JACOBS	
Registration Number:	2354318	JACOBS	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(803) 799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	100 North Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	37250/09002		
NAME OF SUBMITTER:	Charles G. Zug		
Signature:	/Charles G. Zug/		

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Date:

06/13/2011

Total Attachments: 7

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TRADEMARK AND LICENSE AGREEMENT ASSIGNMENT

This TRADEMARK AND LICENSE AGREEMENT ASSIGNMENT (this "Assignment") is executed and delivered as of this 3rd day of July, 2010 (the "Effective Date") to Easco Hand Tools, Inc., a Delaware corporation ("Assignee"), by Jacobs Chuck Manufacturing Company, LLC, a Delaware limited liability company ("Assignor"). Capitalized terms used in this Assignment and not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Jacobs Trademark License Agreement, of even date herewith, by and between Assignor and Cooper Brands, Inc., a Delaware corporation ("CBI") (the "License Agreement").

WHEREAS, this Assignment is being executed and delivered subsequent to the effectiveness of the License Agreement;

WHEREAS, this Assignment is executed and delivered by Assignor and Assignee in anticipation of the closing of the transactions contemplated by (i) the Framework Agreement, dated as of March 25, 2010 (the "Framework Agreement"), by and between Danaher Corporation, a Delaware corporation ("DC") and the indirect parent company of Assignor and Assignee, and Cooper Industries plc, an Irish corporation ("CI") and the indirect parent company of CBI, and (ii) the Contribution and Sale Agreement (the "DC Contribution and Sale Agreement") to be entered into between DC and Apex Tool Group, LLC, a Delaware limited liability company;

WHEREAS, Assignor owns or has the right to use "JACOBS" as a stand-alone Trademark (as defined in the DC Contribution and Sale Agreement, "Trademarks") including the Trademark registrations listed on Schedule A hereto (the "Jacobs Licensed Trademarks"), which are used in the DC Business and the DC Excluded Business as of the date hereof; and

WHEREAS, pursuant to the License Agreement, Assignor agreed to grant to CBI a perpetual, exclusive, worldwide, fully paid license, as limited therein

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignor does hereby assign to Assignee all of Assignor's right, title and interest in, to and under the Jacobs Licensed Trademarks and all rights of Assignor under the License Agreement.

2. Assignee hereby agrees to be substituted for Assignor as the Licensor (as defined in the License Agreement) under the License Agreement and to be bound by (and perform when due) the obligations of the Licensor thereunder

3. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, hereby acknowledge and agree that no representation or warranty, nor any right or remedy, of any Party under the License Agreement or any other ancillary agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the

event of any conflict or inconsistency between the terms of the License Agreement and the terms hereof, the terms of the License Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date:

ASSIGNOR:

JACOBS CHUCK MANUFACTURING
COMPANY, LLC

By:  _____

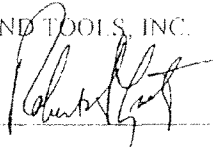
Name: Robert S. Lutz _____

Title: President _____

ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

ASSIGNEE:

EASCO HAND TOOLS, INC.

By:  _____

Name: Robert S. Lutz _____

Title: President _____

Schedule A to Trademark and License Agreement Assignment

Jacobs Licensed Trademarks

See attached.

Schedule A to Jacobs Trademark License Agreement

Docket Number	Country	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Class	Goods/Services	Mark
957529209(1) FM	United States	Jacobs Chuck Manufacturing Company	71/618319	9/1/1951	561241	7/8/1992	7	Chucks for use on machine tools, hand tools, portable power tools and parts thereof	JACOBS
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Docket Number	Country	Registered Owner	Application No.	Application Date	Registration No.	Registration Date	Class	Goods/Services	Mark
057329208(2)FM	United States	Jacobs Chuck Manufacturing Company	752118282	12/24/1996	2354318	6/6/2000	7	Machine and power tool parts, namely, chucks, collets, tool holders and chuck keys	JACOBS and Design
[REDACTED]									