

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Tool Warehouse, LLC		07/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Nestor Sales, LLC		
Street Address:	7337 Bryan Dairy Road		
City:	Largo		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3016494	RACE WAY	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8328		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031558-121 EAR		
NAME OF SUBMITTER:	Ellen A. Rubel		
Signature:	/Ellen A. Rubel/		

OP \$40.00 3016494

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**TRADEMARK
 REEL: 004589 FRAME: 0006**

Date:

07/22/2011

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of July 14, 2011, by National Tool Warehouse, LLC, a Delaware limited liability company (the "Assignor"), having a principal place of business at 7800 51st St. W., Rock Island, IL 61201, to Nestor Sales, LLC, a Georgia limited liability company (the "Assignee"), having a place of business at 7337 Bryan Dairy Road, Largo, Florida 33777.

The Assignor and the Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell to the Assignee, and the Assignee has agreed to buy from the Assignor, the Purchased Assets (as defined in the Purchase Agreement), including all of the Assignor's worldwide rights, title and interests in, to and under those certain registered and unregistered domestic and foreign service marks, trademarks, trade dress, service mark applications and registrations, trademark applications and registrations, trade dress applications and registrations, logos, trade names and corporate names of the Assignor set forth on Schedule A annexed hereto and incorporated herein by this reference (collectively, the "Marks").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers and assigns to the Assignee all of the Assignor's worldwide rights, title and interests in, to and under the Marks, together with the translations, adaptations, derivations and combinations thereof, including the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made.

[Signature Page Follows]

The Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

NATIONAL TOOL WAREHOUSE, LLC

[SEAL]

By: [Signature]
Name: John J. Wiesehan, Jr.
Title: Manager

State of)
North Carolina) ss.:
County of)
Union

On this 14th day of July, 2011, before me, John J. Wiesehan, Jr., Manager of National Tool Warehouse, LLC, personally appeared before me and is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



SCHEDULE A

Registered Service Marks and Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Owner</u>
RACE WAY	3016494	USA	November 22, 2005	National Tool Warehouse, LLC