

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Irwin Industrial Tool Company Limited		11/29/2011	private company limited by shares: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Irwin Industrial Tool Company		
Street Address:	3 Glenlake Parkway		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1167010	BLUE CHIP	
Registration Number:	2461243	MARPLES	
Registration Number:	0125437	RECORD	
Registration Number:	2461285	RECORD	
CORRESPONDENCE DATA			
Fax Number:	(630)481-1682		
Phone:	630-481-1662		
Email:	chris.schneider@newellco.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Christopher Schneider		
Address Line 1:	2707 Butterfield Road		
Address Line 4:	Oak Brook, ILLINOIS 60523		
ATTORNEY DOCKET NUMBER:	ASSIGN 1540290982511910		

CH \$115.00 1167010

NAME OF SUBMITTER:	Christopher Schneider
Signature:	/cbs/
Date:	03/02/2012
Total Attachments: 6 source=IITC LTD to IITC#page1.tif source=IITC LTD to IITC#page2.tif source=IITC LTD to IITC#page3.tif source=IITC LTD to IITC#page4.tif source=IITC LTD to IITC#page5.tif source=IITC LTD to IITC#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into on November 29, 2011 by and between Irwin Industrial Tool Company Limited, a private company limited by shares established under the laws of England and Wales with company registration no. 00104102 ("Assignor"), and Irwin Industrial Tool Company, a corporation organized under the laws of Delaware ("Assignee") with company registration no. 2062093.

RECITALS

WHEREAS, Assignor owns certain "Intellectual Property" (as defined below);

WHEREAS, as part of the restructuring of the Newell Rubbermaid group of companies, Assignor desires to assign the Intellectual Property to Assignee and;

WHEREAS, Assignee desires to acquire and accept from Assignor all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in the Intellectual Property, which is defined as: (1) all trademark registrations and applications owned and/or used by the Seller in the countries listed in Exhibit A and B hereto and all other countries where this assignment is permitted by US law and regulation including without limitation those trademark registrations and applications set forth in Exhibit A hereto, together with the goodwill symbolized thereby and all issuances, extensions and renewals thereof; (2) all issued patents and patent applications owned by the Seller in the countries listed in Exhibit A and B hereto and all other countries where this assignment is permitted by US law and regulation including without limitation those issued patents and patent application set forth in Exhibit B hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof; (3) all design registrations and applications owned by, and all unregistered designs owned and/or used by, the Seller in the countries listed in Exhibit A and B thereto and all other countries where this assignment is permitted by US law and regulation including without limitation those design registrations and applications set forth in Exhibit B hereto and all issuances, extensions and renewals thereof; (4) all other intellectual property rights owned by the Seller in the countries listed in Exhibit A and B thereto and all other countries where this assignment is permitted by US law, such as but not limited to corporate and business names, trade and commercial names, logos, trade dress, copyrights and neighbouring rights (whether registered or unregistered), permits, knowhow, trade secrets (specifically excluding customer lists), technology, and rights on software and databases; (5) all rights of any kind whatsoever of the Seller accruing under any of the foregoing provided by applicable law of the relevant jurisdictions, by international treaties and conventions and otherwise; (6) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (7) any and all pending legal and administrative proceedings, including

opposition proceedings with respect to any of the foregoing; (8) with respect to any of the foregoing, any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages and/or transfer of profits. Assignee hereby accepts the Assignment. Assignor states its consent that the Assignee may be recorded with the respective authorities and offices as successor in title.

Assignor further agrees that, when requested, Assignor will, without demanding any further consideration therefor, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting Assignee's right to the Intellectual Property and to render all necessary assistance in making application for and obtaining registration of the Intellectual Property with the patent and trademark offices in all countries and in enforcing any rights or choses in action as a result of such applications or the Intellectual Property by giving testimony in any proceedings or transactions involving such applications or the Intellectual Property, and by executing preliminary statements or other affidavits, it being understood that this Assignment and the foregoing agreements and covenants shall bind, and shall inure to the benefit of, the respective assigns, successors, and legal representatives of Assignor and Assignee.

This Assignment may be executed in one or more counterparts, and each executed counterpart shall be considered an original of this Assignment. Furthermore, delivery of a copy of a counterpart signature by facsimile transmission or an electronic exchange methodology shall constitute a valid and binding execution and delivery of this Assignment, and such electronic copy shall constitute an enforceable original document.

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



ASSIGNOR:

IRWIN INDUSTRIAL TOOL COMPANY LIMITED

By: _____

Name: Philippe Delsaut

Title: Director

Seen exclusively for legalization
of the signature of Mr. _____
Philippe DELSAUT.-----

Geneva, this 14th day of November 2011/dd



Mette
Aubert
Antoine Anken
notaire
Place d'Armes 20 / CP 1116
CH-1227 Carouge - Genève
t: 022 839 33 33

ASSIGNEE:

IRWIN INDUSTRIAL TOOL COMPANY

By: _____

Name: Lisa Winger

Title: Assistant Secretary

In the State of Illinois, County of DuPage

On this 29th Day of November, 2011, before me, Lisa Schaitberger, the undersigned Notary Public, personally appeared Lisa Winger, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me the same for the purposes therein stated.

WITNESS my hand and official Seal

Lisa Schaitberger, Notary Public



Exhibit A -Trademarks

Trademark	Country	Status	Application Number	Registration Number
GILBOW	Australia	Registered		216801
RECORD	Bangladesh	Registered		14894
RECORD	Bangladesh	Registered		14895
LEADER	Canada	Registered	21496500	UCA044590
MARPLES DESIGN	Canada	Registered	45109700	TMA258276
RECORD	Canada	Registered	76178	TMDA017337
RECORD	Chile	Registered	557093	628564
GILBOW	China	Registered	9900097707	2020993
RECORD	China	Registered	998971	998971
MARPLES	CTM	Registered	1824861	1824861
ISOPHONIC	CTM	Registered		2610962
RECORD	Denmark	Registered	VA2090/1961	VR1899/1962
RECORD	France	Registered	757494	1321972
GILBOW	Hong Kong	Registered	1174/1969	849/1970
GILBOW	India	Registered	1084257	1084257
MARPLES	India	Registered	1084258	530502
QUICK-WRENCH	Indonesia	Registered	D00 2002 09243 09344	535924
RECORD	Ireland	Registered	51826	51826
GILBOW	Kuwait	Registered	56111	52990
MARPLES	Kuwait	Registered	51925	46025
GILBOW	Malaya	Registered		M/52543
GILBOW LABEL	Malaya	Registered		M/52638
GILBOW	New Zealand	Registered		86412
RECORD	Norway	Registered		54227
RECORD	Pakistan	Registered	1517	1517
RECORD	Pakistan	Registered	1518	1518
MARPLES	Philippines	Registered	4-2001-007755	4-2001-007755
RECORD	Portugal	Registered		131391
MARPLES	Saudi Arabia	Registered	72388	661/4
GILBOW	South Africa	Registered		69/3962
RECORD	South Africa	Registered		633/17
RECORD	South Africa	Registered		839/34

Exhibit A -Trademarks

Trademark	Country	Status	Application Number	Registration Number
GILBOW	Taiwan	Registered	86-060553	828800
RECORD	Taiwan	Registered	65-010747	90607
RECORD	Taiwan	Registered	8912639	973374
MARPLES	United Arab Emirates	Registered	44252	34606
BLUE CHIP	United Kingdom	Registered	B1126950	B1126950
CALVERT STEVENS	United Kingdom	Registered	B1402504	B1402504
CONDUBEND	United Kingdom	Registered	2210499	2210499
GILBOW	United Kingdom	Registered	524560	524560
HILMOR	United Kingdom	Registered	433610	433610
L E A D E R	United Kingdom	Registered	515155	515155
LEADER	United Kingdom	Registered	507966	507966
MARPLES	United Kingdom	Registered	849924	849924
MARPLES	United Kingdom	Registered	849925	849925
POWER MAN (LOGO)	United Kingdom	Registered		396536
PROTOUCH	United Kingdom	Registered	2244697	2244697
QUICK-WRENCH	United Kingdom	Registered	2288066	2288066
R E C O R D	United Kingdom	Registered	B485320	B485320
R E C O R D	United Kingdom	Registered	B564831	B564831
RECORD	United Kingdom	Registered	313224	313224
RECORD	United Kingdom	Registered	976343	976343
RECORD	United Kingdom	Registered	976344	976344
RECORD	United Kingdom	Registered	1405856	1405856
RECORD	United Kingdom	Registered	2032540	2032540
RECORD HANDIBENDER	United Kingdom	Registered	932075	932075
RIDGWAY	United Kingdom	Registered	1205673	1205673
SOLO	United Kingdom	Registered	2210501	2210501
UNIBEND	United Kingdom	Registered	2210500	2210500
BLUE CHIP	United States of America	Registered	73258470	1167010
MARPLES	United States of America	Registered	75/880399	2461243
RECORD	United States of America	Registered	71109981	125437
RECORD LOGO	United States of America	Registered	75/895446	2461285
RECORD LOGO	United States of America	Unknown	75/895446	2461285
RECORD	Uruguay	Registered	237214	332406

Exhibit A -Trademarks

Trademark	Country	Status	Application Number	Registration Number
RECORD	Zambia	Registered	2153	2153