

TRADEMARK ASSIGNMENT

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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
Newell Rubbermaid Denmark A/S		11/29/2011	A Public Limited Company: DENMARK
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: 2			
Property Type	Number	Word Mark	
Registration Number:	1215490	JORAN	
Registration Number:	2858722	SPEEDHAMMER	
CORRESPONDENCE DATA			
Fax Number:	(630)481-1699		
Phone:	6304811662		
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 Rd.		
Address Line 4:	Oak Brook, ILLINOIS 60523		
ATTORNEY DOCKET NUMBER:	ASSIGN 1540290982511910		
NAME OF SUBMITTER:	Christopher Schneider		
Signature:	/cbs/		

CH \$65.00 1215490

Date:

03/02/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into on November 21, 2011 by and between Newell Rubbermaid Denmark A/S, a public limited company organized under the laws of Denmark 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 trademark applications and/or registrations set forth in Exhibit A, attached hereto and made a part hereof (the "Trademarks");

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

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

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 and the Trademarks together with the goodwill of the business symbolized by such Trademarks, including without limitation (1) Assignor's right, title and interest in and to any pending applications for registration, if any, for the Trademarks; (2) all income, royalties, damages and payments now or hereafter due, and/or payable, under and with respect thereto, including without limitation damages and payments for past or future infringements thereof; (3) the right to sue for past, present and future infringements thereof; and (4) all rights corresponding thereto throughout the world; as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment not been made. 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 Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the trademark offices in all countries and in enforcing any rights or choses in action as a result of such applications or the Trademarks by giving testimony in any proceedings or transactions involving such applications or the Trademarks, 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:

NEWELL RUBBERMAID DENMARK A/S



Seen exclusively for legalization
of the signature of Mr. Philippe
DELSAUT.
Geneva, this 14th day of November
2011/dd

By: _____
Name: Philippe Delsaut
Title: Chairman



Mottu van Berchem
Aubert Rosset Bonvin
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 14th 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
SPEEDHAMMER	Argentina	Registered	2358878	1975617
JACK	Australia	Registered	716755	716755
JORAN	Australia	Registered	716757	716757
SPEEDHAMMER	Australia	Registered	868768	868768
JORAN	Belarus	Registered	121093	3329
JACK	Benelux	Registered	545561	53640
JORAN	Benelux	Registered	681864	418971
JACK	Brazil	Registered	819387819	819387819
JORAN	Brazil	Registered	815946902	815946902
JORAN	Brazil	Registered	815946910	815946910
SPEEDHAMMER	Brazil	Pending	823684148	
JACK	Canada	Registered	829736	486211
JORAN	Canada	Registered	851486	497522
SPEEDHAMMER	Canada	Registered	1095466	578548
JACK	Chile	Registered	399654	666881
JORAN	Chile	Registered	399.655	518298
SPEEDHAMMER	Chile	Registered	520917	616199
JORAN	China	Registered	26185	283512
JORAN	China	Registered	26185	383271
SPEEDHAMMER	China	Registered	2001051861	1913697
JACK	CTM	Registered	1758424	1758424
JORAN	CTM	Registered	1757277	1757277
JACK	Czech Republic	Registered	181962	252821
JORAN	Czech Republic	Registered	594491	169770
SPEEDHAMMER	Czech Republic	Registered	165314	243189
JACK	Denmark	Registered	295/98	1762-1998
JACK	Denmark	Registered	4819/44	936-1944
JORAN	Denmark	Registered	1037/81	1151-1982
JORAN	Denmark	Registered	1620/79	1980 01629
SPEEDHAMMER	Denmark	Pending	VA 2003 03515	
JORAN	Estonia	Registered	931042	7058
JACK	France	Registered	98/713876	98/713876
SPEEDHAMMER	France	Registered	43288542	43288542
JACK	Germany	Registered	39802275.5	39802275
JORAN	Germany	Registered	B78891/8WZ	1097791
SPEEDHAMMER	Germany	Registered	1540517	30410697
JORAN	Hong Kong	Registered	96/01431	199707309
JACK	Hungary	Registered	M0203282	183623
JORAN	Hungary	Registered	2253/1910/91	193597
JACK	India	Registered	501343	1119423
JORAN	India	Registered	542860	542860
JORAN	India	Registered	542861	542861
SPEEDHAMMER	India	Registered	363240	997066
JORAN	Indonesia	Registered	20618-20765	IDM000057693
SPEEDHAMMER	Indonesia	Registered	05049-5076	499125
JORAN	Israel	Registered	110060	110060
SPEEDHAMMER	Israel	Registered	147712	147712
JACK IN OVAL	Italy	Registered	39982-c/86	744317
JORAN	Italy	Registered	33763C/86	474560
JORAN	Japan	Registered	128849/1986	2214937
SPEEDHAMMER	Japan	Registered	2001-22064	4563411
JORAN	Kyrgyzstan	Registered	655	561
JORAN	Latvia	Registered	M921899	M12607
JORAN	Lithuania	Registered	3268/RL	7091
SPEEDHAMMER	Mexico	Registered	477590	778381

Exhibit A - Trademarks

Trademark	Country	Status	Application Number	Registration Number
JORAN	Moldova (Republic of)	Registered	1113	596
SPEEDHAMMER	New Zealand	Registered	633816	633816
JACK	Norway	Registered	200206478	220119
SPEEDHAMMER	Philippines	Registered	4-2001-001787	4-2001-001787
JACK	Poland	Registered	Z-254055	R-168578
JORAN	Poland	Registered	Z98519	73313
JACK	Portugal	Registered	360956	360956
JORAN & BIT DESIGN	Republic of Korea (South)	Registered	887496	170485
SPEEDHAMMER	Republic of Korea (South)	Registered	2001-9167	562612
JACK	Russian Federation	Registered	2002714389	252723
JORAN	Russian Federation	Registered	132889	99833/561
SPEEDHAMMER	Russian Federation	Registered	2001707598	237324
JACK	Slovakia	Registered		204420
JORAN	Slovakia	Registered	594491	169770
SPEEDHAMMER	Slovakia	Registered	POZ898-2001	202404
JACK	South Africa	Registered	97/04204	97/04204
JORAN	South Africa	Registered	9704202	97/04202
SPEEDHAMMER	South Africa	Registered	2001/4178	2001/04178
JACK	Spain	Pending	2186787	
JACK	Switzerland	Registered	6084/2002	504474
JACK	Taiwan	Registered	44622	760916
JORAN	Taiwan	Registered	76050727	414940
JORAN	Taiwan	Registered	858097	869392
SPEEDHAMMER	Taiwan	Registered	90009063	992166
JACK	Thailand	Registered	494543	kor201005
JORAN	Thailand	Registered	337316	KOR62577
JORAN	Thailand	Registered	337315	KOR62578
SPEEDHAMMER	Thailand	Registered	657613	295979
SPEEDHAMMER	Thailand	Registered	657612	Kor295978
JACK	Turkey	Pending		2020042
JACK	Turkey	Registered	2004/39592	2007 12102
JORAN	Ukraine	Registered	250393	2137
SPEEDHAMMER	Ukraine	Registered	2001031585	32999
JORAN	United Arab Emirates	Registered	41290	30903
JACK	United Kingdom	Registered	2155960	2155960
JORAN	United Kingdom	Registered	1102557	1102557
JORAN	United Kingdom	Registered	1129681	1129681
SPEEDHAMMER	United Kingdom	Registered	2357516	2357516
JORAN	United States of America	Registered	73/309576	1215490
SPEEDHAMMER	United States of America	Registered	78/052172	2858722
JORAN	Venezuela	Pending		
SPEEDHAMMER	Venezuela	Registered	9381-2001	P240775

TRADEMARK