TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveying and receiving party being listed backwards previously recorded on Reel 004752 Frame 0263. Assignor(s) hereby confirms the conveying party is Irwin Industrial Tool Co. The receiving party is Wal-Mart Stores, Inc

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Irwin Industrial Tool Company		01/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wal-Mart Stores, Inc.	
Street Address:	02 SW 8th Street	
City:	Bentonville	
State/Country:	ARKANSAS	
Postal Code:	72716-0520	
Entity Type:	CORPORATION: DELAWARE	

Name:	Wal-Mart Stores, Inc	
Street Address:	702 SW 8th Street	
City:	Bentonville	
State/Country:	ARKANSAS	
Postal Code:	72716-0520	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3060949	PROJECTS MADE SIMPLE

CORRESPONDENCE DATA

Fax Number: (479)277-5889

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 479-273-4505

Email: ustm@walmartlegal.com

TRADEMARK REEL: 004754 FRAME: 0977 \$40,00 3060949

900220070

Address Line 1: 702 S	Wal-Mart Stores, Inc. 702 SW 8th Street Bentonville, ARKANSAS 72716-0520		
NAME OF SUBMITTER:	Danica Acosta		
Signature:	/Danica Acosta/		
Date:	04/11/2012		
Total Attachments: 4 source=PROJECTS MADE SIMPLE Confirmation#page1.tif source=PROJECTS MADE SIMPLE Confirmation#page2.tif source=PROJECTS MADE SIMPLE AGREEMENT#page1.tif			

TRADEMARK REEL: 004754 FRAME: 0978



United States Patent and Trademark Office

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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wal-Mart Stores, Inc.		01/24/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Irwin Industrial Tool Company	
Street Address:	10B Glenlake Pkwy, Suite 600	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30328	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3060949	PROJECTS MADE SIMPLE

CORRESPONDENCE DATA

 Fax Number:
 (479)277-5889

 Phone:
 479-273-4505

 Email:
 ustm@walmartlegal.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: WAL-MART STORES, INC. 702 SW 8th Street Address Line 1: Bentonville, ARKANSAS 72716-0520 Address Line 4: NAME OF SUBMITTER: Danica Acosta Signature: /Danica Acosta/ Date: 04/06/2012 **Total Attachments: 2** source=PROJECTS MADE SIMPLE#page1.tif source=PROJECTS MADE SIMPLE#page2.tif **RECEIPT INFORMATION** ETAS ID: TM231585 Receipt Date: 04/06/2012 Fee Amount: \$40

Return to home page

| .HOME | INDEX| SEARCH | @BUSINESS | CONTACT US | PRIVACY STATEMENT

TRACEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of January 24, 2012 between Invite Industrial Tool Company, a Delaware corporation ("Seller") and Wai-Mart Stores, Inc., a Delaware corporation ("Buyer").

WHEREAS, Sellier desires to convey, fransfer and assign to Buyer all of Seller's right, title, and interest in and to the trademark set forth on Schedule A (the "<u>Mark</u>"); and

WHEREAS. Buyer is desirous of acquiring all of Seller's right, title and interest in and to the Mark, and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and other valuable and legally sufficient consideration acknowledged by the Seller to have been received in full:

- 1. The Seller does hereby sell, convey, assign and transfer to Buyer, all of Seller's right, title and interest in and to the Mark, and all logos related thereto, including United States Trademark Registration No. 3060949 issued by the United States Patent and Trademark Office on Pebruary 21, 2006 and Canadian Trademark Registration No. TMA675816 issued by the Canadian Intellectual Property Office on October 31, 2006, together with all goodwill symbolized by and associated therewith.
- 2. Seller hereby disclaims all warranties, both express and implied, with respect to the Mark and Seller's rights thereto, including any warranty of title.
- 3. The terms and covenants of this Trademark Assignment shall inure to the benefit of Buyer, its successors and assigns and other legal representatives, and shall be binding upon the Seller, its subsidiaries, and their respective heirs, legal representatives and assigns.
- A. Saffer may continue using the Mark in connection with hand tool, namely, a laser lovel, provided that such use shall only be as the Mark has been used before the date above in connection with goods of the same quality. Nothing herein shall limit Buyer's ownership rights in the Mark. All continued use of the Mark by Seiler under this section shall inure to the benefit of Buyer.
- 5. Seller hereby sigrees to indemnify, defend and hold harmless Buyer from and against all third party claims arising out of or related to Seller's continued use of the Mark under Section 4 of this Traderrark Assignment.
 - The parties agree to the following general provisions:
- Seller agrees to execute and provide Buyer with such further documents as may be reasonably required to effectuate the purpose of this Trademark Assignment.
- b. This Trademark Assignment, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Arkaneas and any proceedings in relation hereto shall be brought exclusively in the state and federal courts residing in the State of Arkaneas. The parties hereby consent to the exclusive jurisdiction of such courts.

3

c. This Trademark Assignment may be executed in counterparts or duplicate originals and facsimile, electronic and digital copies of the Trademark Assignment, including properly executed PDF versions, shall be regarded as an original instrument by the parties.

IN TESTIMONY WHEREOF, Seller and Buyer have executed this Trademark Assignment as of the date written above.

IRWIN INDUSTRIAL TOOL COMPANY

Its: Assistant Secretary

WAL-MART STORES, INC.

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