

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
Wheeltronic Ltd.		12/29/2006	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	Snap-on Tools of Canada Ltd.
Street Address:	6500 Millcreek Drive
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L5N 2W6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2043938	QUAD-RACK
Registration Number:	1873591	SPACE SAVER
Registration Number:	2033234	WHEELFREE
Registration Number:	1881846	WHEELTRONIC

CORRESPONDENCE DATA	
Fax Number:	3122367516
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-368-4000
Email:	debbie.leget@dlapiper.com
Correspondent Name:	Keith W. Medansky, Gina L. Durham
Address Line 1:	P.O. Box 64807
Address Line 4:	Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	364903-1 WHEELTRONIC ASSI
--------------------------------	---------------------------

DOMESTIC REPRESENTATIVE

CH \$115.00 2043938

Name: Keith W. Medansky, Gina L. Durham
Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER:	Gina L. Durham
--------------------	----------------

Signature:	/gina durham/
------------	---------------

Date:	09/26/2012
-------	------------

Total Attachments: 2

source=General Conveyance Agreement Wheeltronic to Snap-on Tools Canada #page1.tif

source=General Conveyance Agreement Wheeltronic to Snap-on Tools Canada #page2.tif

GENERAL CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the 29th day of December, 2006.

BETWEEN:

WHEELTRONIC LTD.
a corporation formed under
the laws of the Province of Ontario

(the "*Corporation*")

- and -

SNAP-ON TOOLS OF CANADA LTD.
a corporation formed under
the laws of Canada

(the "*Shareholder*")

RECITALS:

A. The Corporation has authorized the distribution of all its assets to its sole shareholder and the filing of articles of dissolution under the *Business Corporations Act* (Ontario) (the "*Act*").

B. The Shareholder is the legal and beneficial owner of all the issued and outstanding shares of the Corporation.

FOR VALUE RECEIVED, the parties agree as follows:

I. **General Conveyance.** The Corporation grants, bargains, assigns, transfers, conveys and sets over to the Shareholder, its successors and assigns, to and for its sole and only use forever, all rights, title and interest of the Corporation in and to all its property and assets of every nature and kind whatsoever as of the close of business as of the date hereof including:

- (a) all of the property of the Corporation, movable or immovable, real or personal, of every kind and wheresoever situate, including freehold and leasehold property, leases and licences owned or held by the Corporation;
- (b) all choses in action, including all the book and other debts due or accruing due to the Corporation and the full benefit of all securities for such debts;
- (c) the full benefit of all existing contracts and engagements to which the Corporation may be entitled;
- (d) all cash on hand and in the bank and all bills, notes, shares, bonds and securities owned by the Corporation; and

(e) all other property, assets and rights to which the Corporation is or may hereafter be entitled in connection with the business formerly carried on by it or otherwise.

2. **Assumption and Discharge of Liabilities.** This Agreement is made by the Corporation subject to all the liabilities of the Corporation. The Shareholder expressly assumes and undertakes to pay and discharge all such liabilities as of the close of business as of the date hereof to the extent of the dollar amount of the property transferred to it by the Corporation and to indemnify the Corporation in respect thereof.

3. **Unassignable Contracts.** It is expressly understood and agreed that any contract to which the Corporation is a party which is not for any reason assignable to the Shareholder shall be held in trust for the Shareholder and performed by the Shareholder in the name of the Corporation, and all benefits derived thereunder shall be for the account of the Shareholder.

4. **Indemnification.** The Shareholder agrees to indemnify each director and officer of the Corporation from and against all liabilities of every nature and kind for which each such director or officer of the Corporation may become personally liable by virtue of,

- (a) this Agreement, and/or
- (b) the distribution of the Corporation's property to the Shareholder resulting therefrom.

5. **Attorney.** The Corporation irrevocably constitutes and appoints the Shareholder, its successors and assigns, the attorney of the Corporation to act in all circumstances and for all purposes in the name of, or otherwise on behalf of, the Corporation. In addition, this power of attorney shall not be revoked by the Director's issue of a certificate of dissolution in respect of the Corporation under the Act.

6. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The parties have executed this Agreement.

WHEELTRONIC LTD.

By: Thomas L. Kassouf
Name: Thomas L. Kassouf
Title: Director

SNAP-ON TOOLS OF CANADA LTD.

By: Alan T. Bilsand
Name: Alan T. Bilsand
Title: President