

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
ALLTRADE, INC		07/02/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ALLTRADE TOOLS, LLC
Street Address:	1431 Via Plata
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90810-1462
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2539953	POWERBUILT
Registration Number:	2565291	MASTERGRIP
Registration Number:	2567355	WIDE LOAD
Registration Number:	2760150	ALLSPACE
Registration Number:	2777199	GARAGE IN A BOX
Registration Number:	2509027	CUTZALL
Registration Number:	2045158	POWERBUILT
Registration Number:	2353776	FRACTIONIER
Registration Number:	2419670	THE RIGHT TOOL FOR THE RIGHT PROJECT
Registration Number:	2363063	MUSCLE WRENCH
Registration Number:	2412848	POWERBUILT
Registration Number:	2253008	TEAM MECHANIX
Registration Number:	2302558	Z-DRIVE
Registration Number:	1988079	SMART DRIVER

CH \$515.00 2539953

Registration Number:	1556706	VISION
Registration Number:	1518462	A ALLTRADE
Registration Number:	1337696	A ALLTRADE
Registration Number:	1331627	A ALLTRADE
Registration Number:	2642603	SERIOUS TOOLS FOR SERIOUS WORK
Registration Number:	2627963	MASTERGRIP TOOLS BUILT TO LAST

CORRESPONDENCE DATA

Fax Number: 2147455390
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214.745.5370
Email: jmuennink@winstead.com
Correspondent Name: Janie Muennink c/o Winstead PC
Address Line 1: P.O. Box 131851
Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER:	54897-5
NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	07/10/2013

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made and entered into effective as of July 2nd, 2013, ("Effective Date"), by Alltrade, Inc., a California corporation having a business address of 1431 Via Plata, Long Beach, California 90810-1462 (hereinafter referred to as "Assignor"), and Alltrade Tools, LLC, a California limited liability company having a business address of 1431 Via Plata, Long Beach, California 90810-1462 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the registrant and owner of record of certain trademarks and trademark applications and registrations set forth on Exhibit A to this Assignment, which is attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, the Trademarks were previously assigned to Assignee; however, no formal recordation of such assignment was completed;

WHEREAS, Assignee desires to formally obtain all of Assignor's right, title and interest in and to the Trademarks and their accompanying good will; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor's rights in and to the Trademarks and all of the good will symbolized by the Trademarks and associated therewith in connection with the business in which the Trademarks are used;

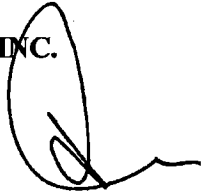
NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks including domestic and foreign rights, including without limitation: (i) all good will symbolized by and associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be pending, issued or granted therefor; (iii) all income, royalties, damages or other remedies and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right to file and prosecute applications and/or renewals and obtain registrations of the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, verified statements, and any other agreements, documents or instruments as may be necessary or appropriate to perfect the rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives. Assignor further agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and to provide to Assignee all written and electronic documentation in support of its ownership and continuous use of the Trademarks from the date

of first use or after registration; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything reasonably possible to vest legal title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain, maintain, and enforce its rights under the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

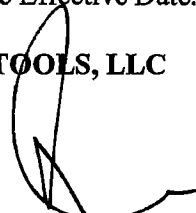
ALLTRADE, INC.



Signature: _____
Name: ROBERT ELLIS
Title: CFO

Date: 7-2-2013




ALLTRADE TOOLS, LLC






Signature: _____
Name: ROBERT ELLIS
Title: CFO

Date: 7-2-2013

EXHIBIT A

MARK	APPLICATION SERIAL NO. FILING DATE	REGISTRATION NO. REG. DATE
MASTERGRIP	76/279,294 July 2, 2001	2,565,291 April 30, 2002
POWERBUILT	76/192,525 January 9, 2001	2,539,953 February 19, 2002
WIDE LOAD	76/294,895 August 4, 2001	2,567,355 May 7, 2002
ALLSPACE	76/418,853 May 18, 2002	2,760,150 September 2, 2003
GARAGE IN A BOX	76/205,526 February 6, 2001	2,777,199 October 28, 2003
CUTZALL 	75/941,559 March 10, 2000	2,509,027 November 20, 2001
POWERBUILT	75/975,583 October 27, 1992	2,045,158 March 11, 1997
FRACTIONIER	75/762,087 July 27, 1999	2,353,776 May 30, 2000
THE RIGHT TOOL FOR THE RIGHT PROJECT	75/516,570 July 10, 1998	2,419,670 January 9, 2001
MUSCLE WRENCH	75/504,203 June 17, 1998	2,363,063 June 27, 2000
POWERBUILT	75/497,384 June 4, 1998	2,412,848 December 12, 2000
TEAM MECHANIX 	75/411,142 December 29, 1997	2,253,008 June 15, 1999
Z-DRIVE	75/339,282 August 11, 1997	2,302,558 December 21, 1999
SMART DRIVER	74/622,944 January 19, 1995	1,988,079 July 23, 1996
VISION	73/758,739 October 20, 1988	1,556,706 September 19, 1989
A ALLTRADE 	73/713,370 February 25, 1988	1,518,462 December 27, 1988

MARK	APPLICATION SERIAL NO. FILING DATE	REGISTRATION NO. REG. DATE
A ALLTRADE  ALLTRADE	73/497,019 August 29, 1984	1,337,696 May 28, 1985
A ALLTRADE  ALLTRADE	73/448,523 October 18, 1983	1,331,627 April 23, 1985
SERIOUS TOOLS FOR SERIOUS WORK	76/340,343 November 19, 2001	2,642,603 October 29, 2002
MASTERGRIP TOOLS BUILT TO LAST 	76/288,407 July 20, 2001	2,627,963 October 1, 2002