

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
Illinois Tool Works, Inc.		02/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Finishing Brands Holdings Inc.		
Street Address:	88 11th Avenue NE		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1964168	AUTOCURE	
Registration Number:	3717414	GREENWORKS	
CORRESPONDENCE DATA			
Fax Number:	6126236944		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6126236769		
Email:	pto@graco.com		
Correspondent Name:	Douglas B. Farrow		
Address Line 1:	PO Box 1441		
Address Line 4:	Minneapolis, MINNESOTA 55440-1441		
ATTORNEY DOCKET NUMBER:	AUTOCURE & GREENWORKS TM		
NAME OF SUBMITTER:	Douglas B. Farrow		
Signature:	/Douglas B. Farrow/		

CH \$65.00 1964168

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TRADEMARK
 REEL: 005231 FRAME: 0984

Date:

03/06/2014

Total Attachments: 3

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TRANSFER OF CERTAIN NON-US-NON HONG KONG TRADEMARK RIGHTS

This TRANSFER OF TRADEMARKS (this "Transfer") is given on this 2nd day of April, 2012 (the "Effective Date"), between Illinois Tool Works Inc., a Delaware corporation ("Transferor") and Finishing Brands Holdings Inc., a Minnesota corporation ("Transferee"). This Transfer is being entered into on the Effective Date pursuant to the transactions contemplated by that certain by that certain Asset Purchase Agreement made and entered into as of April 14, 2011, by and among Graco Inc., a Minnesota corporation, Graco Holdings Inc., a Minnesota corporation, Graco Minnesota Inc., a Minnesota corporation, Transferor, and ITW Finishing LLC, a Delaware limited liability company (as amended, the "Purchase Agreement"). Capitalized terms not defined herein will have the meaning set forth in the Purchase Agreement.

RECITALS

WHEREAS, Transferor is the owner of the entire right, title and interest in and to the trademarks and trademark applications set forth in Appendix A (collectively, the "Trademarks").

WHEREAS, Transferor is transferring to Graco International Holdings, a *Société à responsabilité limitée*, duly incorporated and validly existing under the laws of the Grand-Duchy of Luxembourg, with its registered office at 13-15 Avenue de la Liberté, L-1931 Luxembourg, Grand-Duchy of Luxembourg, with a share capital of CHF 17,000 and registered with *the Registre de Commerce et des sociétés*, Luxembourg (Trade and Companies Register) under the number B161.470 ("Graco International Holdings") concurrently with the execution of this Agreement, all rights to the use of the Trademarks for and in connection with all activities relating to the production, distribution, packaging, marketing, and licensing of products and services and all benefits, privileges, causes of action, claims and remedies arising out of or relating to the Trademarks, the exploitation thereof, and the use and ownership of any of the Trademarks, including but not limited to the right to sue for past damages, but explicitly excluding legal title to the Trademarks and any goodwill associated therewith. The foregoing transfer of this paragraph shall constitute a "Transfer of Rights".

WHEREAS, Transferor wishes to assign to the Transferee any remaining rights in the Trademarks after the Transfer of Rights including legal title (the "Remaining Rights") and the goodwill associated with the Trademarks.

AGREEMENT

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor does hereby assign the Remaining Rights to Transferee, including the goodwill associated therewith.

This Transfer shall be construed, interpreted and applied in accordance with the laws of the State of Delaware.

This Transfer may be amended or modified only by a written instrument signed by each Party.

This Transfer may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and subject to the Closing under the Purchase Agreement and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party.

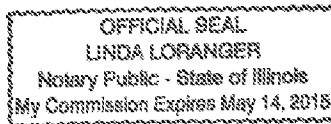
IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Transfer to be effective as of the date first written above.

Transferor:

ILLINOIS TOOL WORKS INC.

Name: Mark W. Croll
Title: Vice President, Intellectual Property

This instrument was subscribed and sworn to before me this 24 day of Feb., 2014 by Mark W. Croll

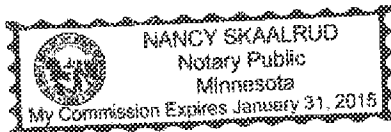
Notary Public

Transferee:

FINISHING BRANDS HOLDINGS INC.

Name: Karen Park Gallivan
Title: Vice President and Secretary

This instrument was subscribed and sworn to before me this 4th day of March, 2014 by Karen Park Gallivan

Notary Public
My Commission Expires January 31, 2015

APPENDIX A

Trademark	Country	Registration Number	Registration Date
AUOCURE	US	1964168	26-Mar-1996
DEVILBISS	Australia	158999	22-Mar-1960
DEVILBISS	Australia	159000	22-Mar-1960
DEVILBISS	Australia	159001	22-Mar-1960
GREENWORKS	US	3717414	01-Dec-2009
GTI	Canada	TMA613750	28-Jun-2004
GTI	European Community	5271184	02-Aug-2007