

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412903

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900389954

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stanley Logistics, L.L.C.		01/03/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Jensen Tools + Supply, Inc.
Street Address:	335 Willow Street
City:	North Andover
State/Country:	MASSACHUSETTS
Postal Code:	01845
Entity Type:	Corporation: MASSACHUSETTS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1031984	JENSEN
Registration Number:	1921517	JENSEN
Registration Number:	1395511	
Registration Number:	1472816	JTK
Registration Number:	1889689	JTK
Registration Number:	2623959	JTK

CORRESPONDENCE DATA

Fax Number: 6174266567

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

Phone: 617-728-7100

Email: miranda.mitchell@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: One International Place, 40th Floor

Address Line 2: 100 Oliver Street

Address Line 4: Boston, MASSACHUSETTS 02110-2605

NAME OF SUBMITTER:	Miranda F. Mitchell
SIGNATURE:	/Miranda F. Mitchell/
DATE SIGNED:	01/19/2017

TRADEMARK

Total Attachments: 9

source=Trademark_Assignment#page1.tif

source=Trademark_Assignment#page2.tif

source=Trademark_Assignment#page3.tif

source=Trademark_Assignment#page4.tif

source=Trademark_Assignment#page5.tif

source=Trademark_Assignment#page6.tif

source=Trademark_Assignment#page7.tif

source=Trademark_Assignment#page8.tif

source=Trademark_Assignment#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of January 3, 2017, is made by Stanley Black & Decker, Inc., a Connecticut corporation located at 1000 Stanley Drive, New Britain, CT 06053 (“**SB&D**”), and Stanley Logistics, L.L.C., a Delaware limited liability company located at 1000 Stanley Drive, New Britain, CT 06053 (“**Logistics**”) (hereinafter, SB&D and Logistics are collectively referred to herein as “**Stanley**”), in favor of Jensen Tools + Supply, Inc., a Massachusetts corporation, located at 335 Willow Street, North Andover, MA 01845 (the “**Company**”), in accordance with the terms of that certain Stock Purchase Agreement dated as of December 22, 2016, by and among TestEquity LLC, a Delaware limited liability company (“**Buyer**”), SB&D and the Company (the “**Purchase Agreement**”). Capitalized terms that are used, but not defined, herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, SB&D has agreed to transfer or effectuate the transfer of certain Trademarks to the Company prior to Closing, and as such, Stanley has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the Closing, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Stanley on behalf of itself and its Affiliates hereby irrevocably conveys, transfers and assigns to the Company, and the Company hereby accepts, all of Stanley and its Affiliates’ rights, titles and interests in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Stanley and its Affiliates accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) all common law rights in the foregoing;

(d) all rights to request, apply for, file and register the foregoing;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action and defenses, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Stanley on behalf of itself and its Affiliates authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by the Company or Buyer. Stanley on behalf of itself and its Affiliates shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to the Company, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Trademark Assignment as of the date first above written.

STANLEY BLACK & DECKER,
INC.

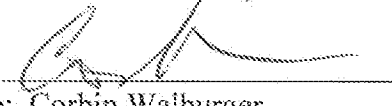
By: 

Name: Corbin Walburger

Title: Vice President Business

Development

STANLEY LOGISTICS, L.L.C.

By: 

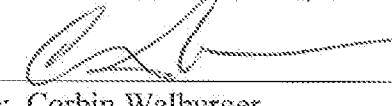
Name: Corbin Walburger

Title: Vice President Business

Development

AGREED TO AND ACCEPTED:

JENSEN TOOLS + SUPPLY, INC.

By: 

Name: Corbin Walburger

Title: Vice President Business

Development

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005961 FRAME: 0754

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Registration No. (App. No.)	Registration Date (App. Date)	Owner
JENSEN	Argentina	2511052	November 19, 2001	Stanley Black & Decker, Inc.
JENSEN	Argentina	2202417	March 25, 1997	Stanley Black & Decker, Inc.
JENSEN	Argentina	2202415	March 25, 1997	Stanley Black & Decker, Inc.
JENSEN	Argentina	2101723	February 12, 1996	Stanley Black & Decker, Inc.
JENSEN	Argentina	2588755	February 26, 2003	Stanley Black & Decker, Inc.
JENSEN	Australia	586436 Note: Merger of 586440, 586437, 586438 and 586439	September 11, 1992	Stanley Black & Decker, Inc.
JENSEN	Brazil	817323678	June 3, 2014	Stanley Black & Decker Inc.
KANGAROO DESIGN	Brazil	817323686	November 22, 2011	Stanley Black & Decker, Inc.
JENSEN	Canada	TMA448806	October 13, 1995	Stanley Black & Decker Inc.
JENSEN	Chile	839550	January 26, 2009	Stanley Black & Decker Inc.
JENSEN	Chile	809757	August 26, 1997	Stanley Black & Decker Inc.
JENSEN	China	866827	August 28, 1996	Stanley Black & Decker Inc.
JENSEN	China	871355	September 14, 1996	Stanley Black & Decker Inc.
JENSEN	China	862707	August 14, 1996	Stanley Black & Decker Inc.
JENSEN	China	862531	August 14, 1996	Stanley Black & Decker Inc.
JENSEN	China	900988	November 21, 1996	Stanley Black & Decker Inc.

JENSEN	Colombia	159333	April 28, 1994	Stanley Black & Decker Inc.
JENSEN	Colombia	159332	April 28, 1994	Stanley Black & Decker Inc.
JENSEN	Colombia	159331	April 28, 1994	Stanley Black & Decker Inc.
JENSEN	Colombia	159330	April 28, 1994	Stanley Black & Decker Inc.
JENSEN (stylized)	Colombia	212579	October 24, 1997	Stanley Black & Decker Inc.
JENSEN	Ecuador	4446-94	December 7, 1994	Stanley Black & Decker Inc.
JENSEN	Ecuador	4445-94	December 7, 1994	Stanley Black & Decker Inc.
JENSEN	Ecuador	4447-94	December 7, 1994	Stanley Black & Decker Inc.
JENSEN	Ecuador	4448-94	December 7, 1994	Stanley Black & Decker Inc.
JENSEN	Ecuador	4449-94	December 7, 1994	Stanley Black & Decker Inc.
JENSEN	Ecuador	73936	December 7, 1994	Stanley Black & Decker Inc.
JENSEN	Mexico	469618	August 15, 1994	Stanley Black & Decker Inc.
JENSEN	Mexico	459657	May 9, 1994	Stanley Black & Decker Inc.
JENSEN	Mexico	459656	May 9, 1994	Stanley Black & Decker Inc.
JENSEN	Mexico	443142	September 29, 1993	Stanley Black & Decker Inc.
JENSEN	Mexico	509591	November 7, 1995	Stanley Black & Decker Inc.
JENSEN	Mexico	1122043	September 22, 2009	Stanley Black & Decker Inc.
JENSEN	New Zealand	221336	September 17, 1997	Stanley Black & Decker, Inc.
JENSEN	New Zealand	221339	September 17, 1997	Stanley Black & Decker, Inc.
JENSEN	New Zealand	221337	October 10, 1997	Stanley Black & Decker, Inc.
JENSEN	New Zealand	221338	September 17, 1997	Stanley Black & Decker, Inc.

JENSEN	New Zealand	221340	September 17, 1997	Stanley Black & Decker, Inc.
JENSEN	Russian Federation	144170	July 22, 1996	Stanley Black & Decker, Inc.
JENSEN	United Kingdom	B1538108	November 8, 1996	Stanley Black & Decker, Inc.
JENSEN	United States	1031984	February 3, 1976	Stanley Logistics, LLC
JENSEN	United States	1921517	September 26, 1995	Stanley Logistics, LLC
KANGAROO DESIGN	United States	1395511	June 3, 1986	Stanley Logistics, LLC
JENSEN	Venezuela	F168184	October 7, 1994	Stanley Black & Decker, Inc.
JENSEN	Venezuela	N043080	June 28, 2002	Stanley Black & Decker, Inc.
JENSEN	Venezuela	F168187	October 7, 1994	Stanley Black & Decker, Inc.
KANGAROO DESIGN	Venezuela	P192767	January 3, 1997	Stanley Black & Decker, Inc.
KANGAROO DESIGN	Venezuela	P204945	May 8, 1998	Stanley Black & Decker, Inc.
KANGAROO DESIGN	Venezuela	P198202	August 6, 1997	Stanley Black & Decker, Inc.
JENSEN	Venezuela	(1994-008840)		The Stanley Works
JTK (word)	Canada	TMA457797	May 24, 1996	Stanley Black & Decker, Inc.
JTK (word)	Mexico	462528	June 2, 1994	Stanley Black & Decker, Inc.
JTK (word)	Mexico	462530	June 2, 1994	Stanley Black & Decker, Inc.
JTK (word)	Mexico	462527	June 2, 1994	Stanley Black & Decker, Inc.
JTK (word)	Mexico	462531	June 2, 1994	Stanley Black & Decker, Inc.
JTK (word)	Mexico	462529	June 2, 1994	Stanley Black & Decker, Inc.
JTK (word)	United States of America	1472816	January 19, 1988	Stanley Logistics LLC
JTK (word)	United States of America	1889689	April 18, 1995	Stanley Logistics LLC
JTK (word)	United States of America	2623959	September 24, 2002	Stanley Logistics LLC

JTK (word)	Venezuela	168182	October 7, 1994	Stanley Black & Decker, Inc.
JTK (word)	Venezuela	P185754	February 9, 1996	Stanley Black & Decker, Inc.
JTK (word)	Venezuela	P185775	February 9, 1996	Stanley Black & Decker, Inc.
JTK (word)	Venezuela	168181	October 7, 1994	Stanley Black & Decker, Inc.
JTK	Venezuela	168183	October 7, 1994	Stanley Black & Decker, Inc.