

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stanley Black & Decker, Inc.		01/03/2017	Corporation: CONNECTICUT
Stanley Logistics, L.L.C.		01/03/2017	Limited Liability Company: 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2033366	VANTAGE	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<i>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.</i>			
Phone:	12126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	1095 Avenue of the americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	394338-147753		
NAME OF SUBMITTER:	Margaret Mortimer		
SIGNATURE:	/Margaret Mortimer/		
DATE SIGNED:	01/26/2017		
Total Attachments: 4			
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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 I 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: Corbin Walburger
Name: Corbin Walburger
Title: Vice President Business
Development

STANLEY LOGISTICS, L.L.C.

By: Corbin Walburger
Name: Corbin Walburger
Title: Vice President Business
Development

AGREED TO AND ACCEPTED:

JENSEN TOOLS + SUPPLY, INC.

By: Corbin Walburger
Name: Corbin Walburger
Title: Vice President Business
Development

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005973 FRAME: 0298

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Registration No.	Registration Date
VANTAGE	United States of America	2033366	January 28, 1997