

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sears Roebuck Acceptance Corporation		03/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sears Holdings Corporation		
Street Address:	3333 Beverly Road		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60179		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1440446	CRAFTSMAN	
CORRESPONDENCE DATA			
Fax Number:	4107162610		
<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:	4107162368		
Email:	sue.haslbeck@sbdinc.com		
Correspondent Name:	Adan Ayala/Stanley Black & Decker Inc.		
Address Line 1:	701 East Joppa Road		
Address Line 2:	Patent Dept., TW199		
Address Line 4:	Towson, MARYLAND 21286		
NAME OF SUBMITTER:	Adan Ayala		
SIGNATURE:	/adan ayala/		
DATE SIGNED:	05/23/2017		
Total Attachments: 10			
source=IP Assignment (SRAC-SHC) (Executed)#page1.tif			
source=IP Assignment (SRAC-SHC) (Executed)#page2.tif			
source=IP Assignment (SRAC-SHC) (Executed)#page3.tif			

CH \$40.00 1440446

source=IP Assignment (SRAC-SHC) (Executed)#page4.tif
source=IP Assignment (SRAC-SHC) (Executed)#page5.tif
source=IP Assignment (SRAC-SHC) (Executed)#page6.tif
source=IP Assignment (SRAC-SHC) (Executed)#page7.tif
source=IP Assignment (SRAC-SHC) (Executed)#page8.tif
source=IP Assignment (SRAC-SHC) (Executed)#page9.tif
source=IP Assignment (SRAC-SHC) (Executed)#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated as of March 8, 2017, is entered into by and between Sears Roebuck Acceptance Corp., a Delaware corporation (“Assignor”), in favor of Sears Holdings Corporation, a Delaware corporation (“Assignee”). Assignor and each Assignee are collectively the “Parties,” and each a “Party.”

WHEREAS, Assignor, Assignee and certain of their affiliates have entered into a Transaction Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the “Transaction Agreement”), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee all of Assignor’s right, title and interest in, to and under the trademark registrations and trademark applications set forth in Schedule 1 (the “Assigned Trademarks”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

SECTION 2. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts the sale, transfer, conveyance, assignment and delivery of, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks; all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this assignment and sale not been made; and

SECTION 3. Recordation. Each Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

SECTION 4. Further Assurances. At the request of Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, such documents as the

Assignee or its counsel may reasonably request to further effectuate or evidence the transactions set forth in this Assignment.

SECTION 5. Subject to Purchase Agreement. This Assignment is being executed solely to give effect to the transactions contemplated by the Transaction Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Transaction Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Transaction Agreement, the Transaction Agreement will govern.

SECTION 6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy, electronic delivery or otherwise) to the other Parties. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

SECTION 7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Assignment may not be assigned by any Party hereto without the prior written consent of the other Parties hereto.

SECTION 8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and to be performed wholly within such State and without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

SECTION 9. Consent to Exclusive Jurisdiction. Each party hereto irrevocably submits to the jurisdiction of any New York state or federal court in any action, suit, arbitration, litigation, proceeding, complaint, charge, claim, demand or investigation (any "Action") arising out of or relating to this Assignment, and hereby irrevocably agrees that all claims in respect of such Action may be heard and determined in such New York state or federal court. Each party hereto hereby irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such Action. The parties hereto further agree, to the extent permitted by law, that final and unappealable judgment against any of them in any Action contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on the judgment, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment.

SECTION 10. WAIVER OF JURY TRIAL. EACH PARTY TO THIS ASSIGNMENT WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER

ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT,
OR ANY OTHER AGREEMENTS OR ASSIGNMENTS EXECUTED IN
CONNECTION HERewith OR THE ADMINISTRATION THEREOF OR ANY OF
THE TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN.

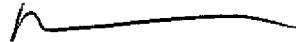
[Signature Page Follows]

IN WITNESS WHEREOF, each Party has duly executed and delivered this Assignment as of the date first written above.

[IP Assignment]

TRADEMARK
REEL: 006066 FRAME: 0671

SEARS HOLDINGS CORPORATION

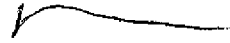
By:  _____

Name: Robert A. Riecker

Title: Controller and Head of Capital Market
Activities

[IP Assignment]

SEARS ROEBUCK ACCEPTANCE CORP.

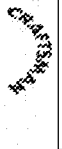
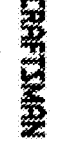

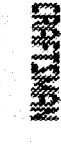

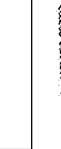
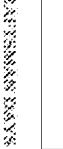
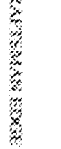
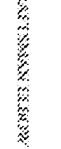
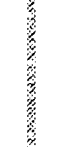
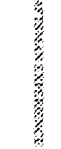
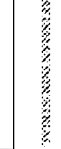
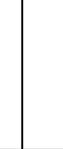
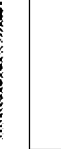



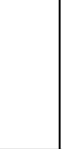

By: 
Name: Robert A. Riecker
Title: Vice President, Finance

[IP Assignment]

TRADEMARK
REEL: 006066 FRAME: 0673

SCHEDULE 1
ASSIGNED TRADEMARKS

Image	Country	Mark Name	Status	Sub-Status	Application Number	Application Date	Registration Number	Registration Date	Owner	Class	Class Description
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	73568162	11/13/1985	1397861	08/17/1986	KCD IP, LLC	017	017: AIR HOSE FOR PNEUMATIC TOOLS
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	73572130	12/10/1985	1418186	11/25/1986	KCD IP, LLC	008	008: PIN PUNCHES, BRAKE ADJUSTING TOOLS, CARPENTERS CLAMPS, C-CLAMPS, V-BLOCKS, V-BLOCKS AND C-CAMP SETS, AND CLAMPS IN THE NATURE OF HAND TOOLS
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	73572192	12/10/1985	1400931	07/15/1986	KCD IP, LLC	007	007: LAWN VACUUMS WITH SHREDDING AND BAGGING CAPACITY, LAWN SWEEPERS, LAWN VACUUMS (LAWN VALETS), SNOW THROWERS
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	735683707	02/20/1986	1440446	05/26/1987	KCD IP, LLC	007/012	007: RIDING LAWN MOWERS; RIDING MOWER GRASS CATCHERS; 012- GARDEN TRACTORS AND SLEWE Hitch Attachments for Garden Tractors; Garden Carts, Wheelbarrows and Hand Trucks
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	735683730	02/20/1986	1410237	09/23/1986	KCD IP, LLC	009	009: Electric wet-dry vacuums
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	735686671	03/04/1986	1409457	09/16/1986	KCD IP, LLC	020	020: TOOL CHESTS; DIVIDERS FOR TOOL CHESTS; ROLLAWAY TOOL CABINETS; SIDE SHELVES FOR ROLLAWAYS; PROFESSIONAL WORK CHESTS; TOOL CADDIES, INCLUDING MOBILE TYPE; PORTABLE TOOL CABINETS WITH OR WITHOUT WHEELS; SLIDING WORK SURFACES; SLIDING
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	735689946	03/04/1986	1413049	10/14/1986	KCD IP, LLC	007	007: POWER OPERATED TOOLS, AND PARTS AND ACCESSORIES THEREFOR, NAMELY: HAMMER DRILLS, IMPACT WRENCHES, PLANERS, SHEARS, (NIBBLERS), CUTTER BLADES, RIP GUIDES, NIBBLER HEADS, IMPACT CHUCK AND BIT SETS, CHISELS, EDGE GUIDES, BLADE HOLDERS, 007: LAWN DETATCHERS
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	735693387	04/26/1986	1418956	12/02/1986	KCD IP, LLC	007	007: LAWN DETATCHERS
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	737357366	06/23/1988	1546082	07/04/1989	KCD IP, LLC	007/012	007: AGRICULTURAL AND EARLY HOORING IMPLEMENTS FOR USE WITH LAWN MOWERS OR TRACTORS, NAMELY: ROLLERS, LEANERS, PLOWS, FLOW BLADES, TARRON BLADES, GRUBBER BLADES, SNOW BLADES, BLOWER BLADES, CULTIVATORS AND THROW OPENERS; 012: CARTS, 007: well pumps
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	741052843	04/26/1990	1631332	01/15/1991	KCD IP, LLC	007	007: sump pumps
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	741145062	03/07/1991	1692451	06/09/1992	KCD IP, LLC	007	007: lawn and garden equipment; namely, power blowers
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	741194694	08/15/1991	1707786	08/18/1992	KCD IP, LLC	007	007: lawn and garden equipment; namely, power blowers
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	741194695	08/15/1991	1707787	08/18/1992	KCD IP, LLC	007	007: gasoline powered and electric chipper shredders
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	741198980	09/04/1991	1702866	07/28/1992	KCD IP, LLC	007	007: lawn and garden equipment; namely, power edgers, trimmers and edge-trimmers
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	74200819	09/06/1991	1702867	07/28/1992	KCD IP, LLC	007	007: lawn and garden equipment; namely, power cultivators
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	742113866	10/12/1991	1702871	07/28/1992	KCD IP, LLC	007	007: chain saws
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	74214791	10/24/1991	1702873	07/28/1992	KCD IP, LLC	007	007: lawn and garden equipment; namely, power sprayer washers
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	74302612	08/11/1992	1781282	07/13/1993	KCD IP, LLC	011	011: electric lighting products; namely, worklights, and worklights with retractable cord feeds sold as a unit
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	74398913	06/02/1993	1824278	03/01/1994	KCD IP, LLC	009	009: electrical cord reels and electrical surge arresters
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	745689778	09/07/1994	1927755	10/17/1995	KCD IP, LLC	025	025: clothing; namely, suspenders, belts, hats, gloves
XXXXXXXXXX	United States	CRAFTSMAN	REGISTERED	ISSUED	750046509	01/26/1996	2087020	08/12/1997	KCD IP, LLC	008/009/016	008: hand tools; namely, lug wrenches, spring clamps, drain augers, stud fingers, and bar clamps; 009: replacement blades for tape measures; 016: carpenter pencils

	United States	CRAFTSMAN (STYLED & HALF CIRCLE)	REGISTERED	ISSUED	71/571099	12/25/1948	551494	12/04/1951	KCD IP, LLC	003/007/008	002	003: Surfing and polishing supplies, namely, abrasive paper rolls (for sharpening knives, tools, etc.); abrasive stones; 007: Surfing and polishing equipment, namely, grinding wheels (if powered); Sharpening stones, grinding stones (if part of a machine); 008: Surfing and polishing equipment, namely, standing wheels (if a hand
	United States	CRAFTSMAN (STYLED)	REGISTERED	ISSUED	71/570967	12/17/1948	565462	10/21/1952	KCD IP, LLC	006/020	006/020	006: TOOL BOXES, DRILL CASES AND STANDS FOR HOLDING DRILLS; HOSE REELS, ALL SOLID EMPTY IN THE TRADE; (if metal); 020: TOOL BOXES, TOOL CHESTS, DRILL CASES AND STANDS FOR HOLDING DRILLS, HOSE REELS, ALL SOLID EMPTY IN THE TRADE; (if non-metal); 021: HOSE REELS, ALL SOLID EMPTY IN THE TRADE; (if non-metal); 020: HOSE COUPLINGS, HOSE NOZZLES; (if non-metal); 021: LAWN SPRINKLERS
	United States	CRAFTSMAN (STYLED)	REGISTERED	ISSUED	71/570965	12/17/1948	551491	12/04/1951	KCD IP, LLC	008/009	008/009	008: Miller boxes, square; 009: Levels, tape lines, ladders, airometers, callipers, thickness gauges, depth gauges, center gauges, dividers, feeler gauges, wire gauges, thread gauges, micrometers, plum bobs, protrators, burr gauges, ransis
	United States	CRAFTSMAN (STYLED)	REGISTERED	ISSUED	71/570657	12/17/1948	576891	07/07/1953	KCD IP, LLC	009	009	009: ELECTRICAL GOODS; NAMELY, MOTORS, ELECTRICAL HAND MANIPULABLE PORTABLE DRILLS AND SAWS; PORTABLE HAND SANDERS AND POLISHERS; SOLDERING IRONS; HO JARY TOOL ATTACHMENTS FOR ELECTRIC HAND DRILLS OR DRILL PRESSES, SOLD AS A UNIT; NAMELY, 035: BUYING CLUBS FEATURING CONTESTS AND NEWSLETTERS THAT FEATURE INFORMATION ON TOOLS
	United States	CRAFTSMAN CLUB	REGISTERED	ISSUED	75/550390	09/05/1998	2363819	07/04/2000	KCD IP, LLC	035	035	035: Hand tools, namely, ratchets, screwdrivers, and nut drivers
	United States	CRAFTSMAN CONTINUUM	REGISTERED	ISSUED	86/148480	12/17/2013	4721195	04/14/2015	KCD IP, LLC	008	008	008: Hand tools, namely, ratchets, screwdrivers, and nut drivers
	United States	CRAFTSMAN DAYS	REGISTERED	ISSUED	85/807461	04/25/2012	4366501	06/25/2013	KCD IP, LLC	035	035	035: Retail store services and online retail store services featuring hand tools, power tools, lawn and garden equipment, and tool storage and garage organization products
	United States	CRAFTSMAN EDGE	REGISTERED	ISSUED	77/756647	06/11/2009	3914904	02/01/2011	KCD IP, LLC	008	008	008: Hand operated cutting tools
	United States	CRAFTSMAN ELBOW	REGISTERED	ISSUED	77/783962	07/18/2009	3923939	03/08/2011	KCD IP, LLC	008	008	008: Hand operated tools, namely, hand-operated wrenches
	United States	CRAFTSMAN EXPERIENCE	REGISTERED	ISSUED	85/977124	11/15/2010	4283921	12/11/2012	KCD IP, LLC	035/037/038/041	035/037/038/041	035: Entertainment services, namely, providing product demonstrations relating to home improvement, do-it-yourself projects and tools; 037: Providing a website featuring information, non-downloadable plans and tips relating to home improvement and do-it-yourself projects; 038: Streaming of audio, visual and audiovisual material on
	United States	CRAFTSMAN EXPERIENCE	REGISTERED	ISSUED	85/176896	11/16/2010	4324834	04/23/2013	KCD IP, LLC	035	035	035: Retail store services and online retail store services in the fields of tools and home improvement products
	United States	CRAFTSMAN INDUSTRIAL	REGISTERED	ISSUED	77/639901	09/21/2009	4444040	12/03/2013	KCD IP, LLC	006/008/020	006/008/020	006: Metal tool chest and tool boxes; 008: Manually operated hand tools, namely, screwdrivers, wrenches, pliers; Hand tools, namely, socket sets, wrenches, screwdrivers, nut drivers, nutdriver bit set, and ratchet wrenches; Hand tool accessories, namely, extension bars, and spinner handles for socket wrenches
	United States	CRAFTSMAN KIDS CLUB	REGISTERED	ISSUED	75/225029	01/14/1997	2174468	07/21/1998	KCD IP, LLC	041	041	041: children's club featuring puzzles, contests, educational informational and newsletters containing information on tools
	United States	CRAFTSMAN MAKECATION	REGISTERED	ALLOWED	86/286556	05/19/2014	4761686	08/23/2015	KCD IP, LLC	041	041	041: Entertainment services, namely, conducting contests
	United States	CRAFTSMAN PROFESSIONAL	REGISTERED	ISSUED	76/989448	03/28/2002	3047255	01/24/2006	KCD IP, LLC	006/007/008/009/011/012/020	006/007/008/009/011/012/020	006: METAL TOOL CHEST AND TOOL BOXES; 007: WET/DRY VACUUMS; AIR COMPRESSORS; ELECTRIC GENERATORS; POWER OPERATED TOOLS; NAMELY, BULBERS, POLISHERS, MULTIPURPOSE HIGH PRESSURE WASHERS, DRILLS, DRILL PRESSES, GROUND SAWS, SARGE SAWS, SAND
	United States	CRAFTSMAN PROJECT EMISSION (LOGO)	REGISTERED	ISSUED	85/177991	11/17/2010	3965964	08/28/2011	KCD IP, LLC	035	035	035: Providing incentive award programs for consumers to promote consumer submission of product ideas and inventions
	United States	CRAFTSMAN QUICK LIFT	REGISTERED	ISSUED	86/038437	08/12/2013	4619810	10/14/2014	KCD IP, LLC	020	020	020: Adjustable metal tool stands (updated 7/9/14)
	United States	CRAFTSMAN SMART LAWN	FILED	PENDING	87/112323	07/21/2016			KCD IP, LLC	007	007	007: An accessory that can be sold separately from a riding mower to give the riding mower wireless accessibility, allowing the consumer to download an App on their smart phone that gives consumers maintenance reminders, access to order parts and
	United States	MY FIRST CRAFTSMAN	REGISTERED	ISSUED	78/125361	05/02/2002	22757614	08/26/2003	KCD IP, LLC	028	028	028: TOYS; NAMELY, TOY FLASHLIGHTS AND TOY POWER TOOLS; TOY TOOL STORAGE UNITS; TOY TRUCKS; TOY WORK BENCHES; TOY FLASHLIGHTS, MULTIPLE ACTIVITY TOYS; ELECTRONICALLY OPERATED TOY MOTOR VEHICLES AND TOY WAGONS

TRADEMARK

REEL: 006066 FRAME: 0677

RECORDED: 05/23/2017