

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451987

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PacTool International Ltd.		11/22/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Tools & Instruments Company LLC		
<b>Street Address:</b>	75 Seaview Drive		
<b>City:</b>	Secaucus		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07094		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3574902	SNAPPER SHEAR	
<b>Registration Number:</b>	3793644	PACTOOL INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>			
<b>Phone:</b>	3128637267		
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7428.029		
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande		
<b>SIGNATURE:</b>	/jaclyn di grande/		
<b>DATE SIGNED:</b>	11/22/2017		
<b>Total Attachments: 6</b>			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made on November 22, 2017 between PacTool International Ltd., a Washington corporation (“*Assignor*”), and General Tools & Instruments Company LLC, a New York limited liability company (“*Assignee*”), pursuant to an Asset Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”), by and among Assignor, Assignee, Woodfield LLC, a Washington limited liability company, and the Shareholders (as defined therein). Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the United States and foreign trademark registrations identified and set forth on **Schedule A** hereto, all of which constitute “Purchased Assets” under the Purchase Agreement (the “*Marks*”), and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

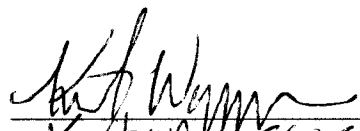
1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s right, title and interest in, to and with respect to the following:
  - a) The Marks;
  - b) All common law rights and goodwill associated with the Marks; and
  - c) The right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. For the avoidance of doubt, Assignee shall file the necessary document(s) to record this Assignment of Marks with the appropriate authorities.

5. Assignee hereby accepts the assignment and conveyance of the Marks.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.
7. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Seller Group contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

**[Signatures on the Following Page.]**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**PACTOOL INTERNATIONAL LTD., as  
Assignor**

By:   
Name: Kurt Wagner  
Title: President

**GENERAL TOOLS & INSTRUMENTS  
COMPANY LLC, as Assignee**

By: \_\_\_\_\_  
Name: Jeffrey M. Goodrich  
Title: Vice President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

**PACTOOL INTERNATIONAL LTD., as  
Assignor**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL TOOLS & INSTRUMENTS  
COMPANY LLC, as Assignee**




By: Jeffrey M. Goodrich  
Name: Jeffrey M. Goodrich  
Title: Vice President

**SCHEDULE A**

Registered Trademarks:

Mark	Serial Number	Registration Number	Filing Date	Registration Date	Expiration Date	Country
SNAPPER SHEAR	77366420	3574902	01/08/2008	02/17/2009	02/17/2019	US
PACTOOL INTERNATIONAL	1402535	TMA797,442	07/08/2008	05/13/2011	05/13/2026	CA
PACTOOL INTERNATIONAL	77366987	3793644	01/08/2008	05/25/2010	05/25/2020	US

Cancelled/Abandoned Trademarks:

Mark	Serial Number	Registration Number	Filing Date	Registration Date	Status	Country
PACTOOL INTERNATIONAL 	78940438		7/28/06		Abandoned	US
PACTOOL INTERNATIONAL	78940088		7/28/06		Abandoned	US
PACSTRIP	78940078		7/28/06		Abandoned	US
TALON THE ULTIMATE POWER CRIMPER	78634093		5/20/05		Abandoned	US
SNAPPER LITE	78482808		9/13/04		Abandoned	US
NISQUALLY STONE	77470973	3790738	5/9/08	5/18/10	Cancelled	US
WHIPPERSNAPPER	75589186	2412963	11/16/98	12/12/00	Cancelled	US
RAZORBACKER	75589185	2534484	11/16/98	1/29/02	Cancelled	US
STEELHEAD 	75193628	2119544	11/5/96	12/9/97	Cancelled	US
STEELHEAD	75193626	2117806	11/5/96	12/2/97	Cancelled	US
SNAPPER SHEAR 	74570854	2051187	9/7/94	4/8/97	Cancelled	US
SNAPPER SHEAR	74570853	2048117	9/7/94	3/25/97	Cancelled	US
WINDSHEAR	75436744	2297490	2/19/98	12/7/99	Cancelled	US
SNAPPER LITE	75168532	2136806	9/19/96	2/17/98	Cancelled	US

Trademark Assignment

SNAPPER PLANK	74729594	2130981	9/15/95	1/20/98	Cancelled	US
SNAPPER SHAKE	74729562	2126038	9/15/95	12/30/97	Cancelled	US
JOIN THE CUTTING EDGE	74570724		9/7/94		Abandoned	US

Trademark Assignment

NAI-1503163591

**RECORDED: 11/22/2017**

**TRADEMARK  
REEL: 006212 FRAME: 0640**