

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548900

<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>
Grainger Safety Services, Inc.		11/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W.W. Grainger, Inc.		
<b>Street Address:</b>	100 Grainger Parkway		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4232411	ANALYSIS COMPLIANCE TRAINING RESEARCH	
<b>Registration Number:</b>	4232412	GRAINGER ONLINESAFETYMANAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124568435		
<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>	312.456.8400		
<b>Email:</b>	chiipmail@gtlaw.com, matthewsk@gtlaw.com, dunningj@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	059505.040300		
<b>NAME OF SUBMITTER:</b>	Jeffrey P. Dunning		
<b>SIGNATURE:</b>	/Jeffrey P. Dunning/		
<b>DATE SIGNED:</b>	11/11/2019		
<b>Total Attachments: 2</b>			
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**TRADEMARK ASSIGNMENT**

WHEREAS, Grainger Safety Services, Inc., a Delaware corporation having an address at 100 Grainger Parkway, Lake Forest, IL 60045 ("ASSIGNOR"), has agreed to assign to W.W. Grainger, Inc., an Illinois corporation having an address at 100 Grainger Parkway, Lake Forest, Illinois 60045 ("ASSIGNEE"), the entire right, title, interest, and goodwill in and to the trademarks and service marks identified on the attached Exhibit A (collectively, the "Trademarks").

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire worldwide right, title and interest in and to the Trademarks, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by the Trademarks, together with the rights to police, monitor and enforce said Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past up to the date of this assignment, and any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey the above-described right, title, interest and goodwill by this instrument, free of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign Office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

In WITNESS WHEREOF, Assignor has caused this instrument to be executed on this 1<sup>st</sup> day of November, 2019.

GRAINGER SAFETY SERVICES, INC. (Assignor)

By: 

Printed Name: Hugo Dubovoy, Jr.

Title: Secretary

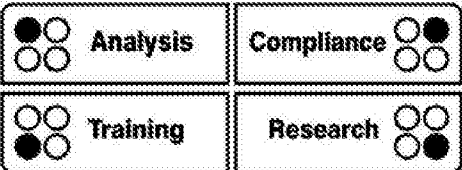

W.W. GRAINGER, INC. (Assignee)

By: 

Printed Name: Robert O'Keefe, Jr.

Title: Vice President and Treasurer

## EXHIBIT A

MARK	REG. NO.	REG. DATE
<p style="text-align: center;">ANALYSIS COMPLIANCE TRAINING RESEARCH &amp; Design</p> 	4232411	10/30/2012
<p style="text-align: center;">GRAINGER ONLINE SAFETY MANAGER &amp; Design</p> 	4232412	10/30/2012