

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wal-Mart Stores, Inc.		01/24/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Irwin Industrial Tool Company		
Street Address:	10B Glenlake Pkwy, Suite 600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3060949	PROJECTS MADE SIMPLE	
CORRESPONDENCE DATA			
Fax Number:	(479)277-5889		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	479-273-4505		
Email:	ustm@walmartlegal.com		
Correspondent Name:	WAL-MART STORES, INC.		
Address Line 1:	702 SW 8th Street		
Address Line 4:	Bentonville, ARKANSAS 72716-0520		
NAME OF SUBMITTER:	Danica Acosta		
Signature:	/Danica Acosta/		
Date:	04/06/2012		
Total Attachments: 2 source=PROJECTS MADE SIMPLE#page1.tif source=PROJECTS MADE SIMPLE#page2.tif			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of January 24, 2012 between Irwin Industrial Tool Company, a Delaware corporation ("Seller") and Wal-Mart Stores, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller desires to convey, transfer and assign to Buyer all of Seller's right, title, and interest in and to the trademark set forth on Schedule A (the "Mark"); and

WHEREAS, Buyer is desirous of acquiring all of Seller's right, title and interest in and to the Mark; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and other valuable and legally sufficient consideration acknowledged by the Seller to have been received in full:

1. The Seller does hereby sell, convey, assign and transfer to Buyer, all of Seller's right, title and interest in and to the Mark, and all logos related thereto, including United States Trademark Registration No. 3060949 issued by the United States Patent and Trademark Office on February 21, 2006 and Canadian Trademark Registration No. TMA675816 issued by the Canadian Intellectual Property Office on October 31, 2006, together with all goodwill symbolized by and associated therewith.

2. Seller hereby disclaims all warranties, both express and implied, with respect to the Mark and Seller's rights thereto, including any warranty of title.

3. The terms and covenants of this Trademark Assignment shall inure to the benefit of Buyer, its successors and assigns and other legal representatives, and shall be binding upon the Seller, its subsidiaries, and their respective heirs, legal representatives and assigns.

4. Seller may continue using the Mark in connection with hand tool, namely, a laser level, provided that such use shall only be as the Mark has been used before the date above in connection with goods of the same quality. Nothing herein shall limit Buyer's ownership rights in the Mark. All continued use of the Mark by Seller under this section shall inure to the benefit of Buyer.

5. Seller hereby agrees to indemnify, defend and hold harmless Buyer from and against all third party claims arising out of or related to Seller's continued use of the Mark under Section 4 of this Trademark Assignment.

6. The parties agree to the following general provisions:

a. Seller agrees to execute and provide Buyer with such further documents as may be reasonably required to effectuate the purpose of this Trademark Assignment.

b. This Trademark Assignment, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Arkansas and any proceedings in relation hereto shall be brought exclusively in the state and federal courts residing in the State of Arkansas. The parties hereby consent to the exclusive jurisdiction of such courts.

c. This Trademark Assignment may be executed in counterparts or duplicate originals and facsimile, electronic and digital copies of the Trademark Assignment, including properly executed PDF versions, shall be regarded as an original instrument by the parties.


IN TESTIMONY WHEREOF, Seller and Buyer have executed this Trademark Assignment as of the date written above.

IRWIN INDUSTRIAL TOOL COMPANY

By: 

Its: Assistant Secretary

WAL-MART STORES, INC.

By: 

Its: SUP - GMM