

## CONSENT AND RELEASE

For adequate consideration received, I hereby give Black & Decker (U.S.) Inc. and its direct and indirect subsidiaries, parent companies or affiliates (collectively "BDUS") the absolute and irrevocable right and permission, with respect to information concerning me, including my name, biographical information concerning me and my services for BDUS, any profile made of me, any photographic depiction of me or my likeness made in connection with comments and stories about the use of BDUS products and brands in the form provided as the "Share Your Story" (collectively the "Profile"):

(a) To use, re-use, reproduce, broadcast, publish, edit or prepare derivative works involving the Profile, in whole or in part, individually or in conjunction with other information or photographs, on any of BDUS' web sites or in any other public or private medium and for any purpose whatsoever, including (but not limited to) education, promotion, advertising and trade publications (the "Permitted Uses");

(b) To copyright the Profile in its name or any other name that it may choose; and

(c) To use my name, likeness, images, or any statements in connection therewith if BDUS so chooses.

I hereby release and discharge BDUS its agents, employees, officers, stockholders, successors or assigns from any and all claims and demands I may now or hereafter have arising out of or in connection with the Permitted Uses of the Profile, including, without limitation, any and all claims for the right of privacy, publicity, libel or slander and any and all claims and/or demands for royalties associated therewith.

I hereby acknowledge that BDUS has ownership of the Profile, and that the Profile may contain endorsements or testimonials by me, as such terms are defined by the Federal Trade Commission Act, as amended from time to time, and that BDUS has the right to continue to use such Profile after the termination of the Media Agreement. To that extent, I represent that I have compared and evaluated BDUS Products to competitors' products and has made a valid and reasonable basis to support any statements endorsing (whether implied or direct) BDUS Products, any testimonials or other favorable statements made regarding BDUS materials that I may make in the Profile. I represent and warrant that all such statements are true and accurate and that I will notify BDUS immediately upon finding a reasonable basis to believe such statements are no longer true. I further agree that I will cooperate and respond to any inquiry from BDUS regarding the accuracy of any statements made in the Profile regarding my use or opinion of BDUS Products from time to time to determine if such statements remain accurate.

This Consent and Release shall also inure to the benefit of the legal representatives, licensees and assigns of BDUS as well as the person(s) who recorded or otherwise assisted in the publication of the Permitted Uses of the Profile.

This Consent and Release will be governed by the laws of the State of Maryland.

I am over the age of twenty-one. I have read the foregoing and fully understand the contents thereof.