STANLEY BLACK & DECKER, INC.
Form 424B5
November 05, 2015
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Registration No. 333-207522

The information in this preliminary prospectus supplement is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these securities, and are not a solicitation of an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION

Preliminary Prospectus Supplement dated November 5, 2015 to Prospectus dated October 19, 2015

$632,500,000

Stanley Black & Decker, Inc.

% Subordinated Notes due November 17, 2018

This is a remarketing of $632,500,000 aggregate principal amount of our outstanding subordinated notes due November 17, 2018, which we refer to as the notes, originally issued as junior subordinated notes included in the Convertible Preferred Units we issued in November 2010 (the Units).

The notes will bear interest at a rate of % per annum, commencing November 17, 2015. Interest on the notes will be payable semi-annually in arrears on May 17 and November 17 of each year, commencing on May 17, 2016.

The notes will be our direct, unsecured general obligations and will rank junior in right of payment to all of our existing and future senior indebtedness on the terms and to the extent set forth in the indenture governing the notes. See Description of Remarketed Notes Subordination. The notes will rank senior in right of payment to specified junior indebtedness on the terms and to the extent set forth in the indentures governing such junior indebtedness. See Description of Remarketed Notes Ranking. The notes will not be obligations of or guaranteed by any of our subsidiaries. As a result, the notes will also be structurally subordinated to all debt and other liabilities of our

subsidiaries.

We will not directly receive any of the proceeds from this remarketing of the notes. See Use of Proceeds and Relationship of the Equity Units to the Remarketing.

The notes are not, and are not expected to be, listed on any national securities exchange or included in any automated quotation system. Prior to this offering, there has been no public market for the remarketed notes.

Investing in the notes involves risks. See Risk Factors beginning on page S-9 of this prospectus supplement.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the related prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Note	Total
Price to Public(1)	%	$
Net Proceeds(2)	%	$
Remarketing Fee to Remarketing Agents(3)	%	$

(1) Plus accrued interest at the rate of % from November 17, 2015, if settlement occurs after that date.
(2) We will not directly receive any proceeds from the remarketing. See Use of Proceeds and Relationship of the Equity Units to the Remarketing in this prospectus supplement.
(3) We will pay all fees and expenses of the remarketing agents.

We will separately pay a remarketing fee to the remarketing agents in the amount of % of the gross proceeds from the sale of the notes.

We expect that beneficial interests in the notes will be credited in book-entry form through the facilities of The Depository Trust Company to the accounts of its participants, including Euroclear Bank S.A./N.V., as operator of the Euroclear System, and Clearstream Banking, *société anonyme*, against payment in New York, New York on or about November 17, 2015.

Remarketing Agents

BofA Merrill Lynch **Citigroup** **J.P. Morgan** **Morgan Stanley**

Prospectus Supplement dated November , 2015.

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Prospectus Supplement

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ABOUT THIS PROSPECTUS SUPPLEMENT

We have not authorized any other person to provide you with any information or make any representation other than those contained in or incorporated by reference in this prospectus supplement or the accompanying prospectus. If anyone provides you with different or additional information, you should not rely on it. You should assume the information appearing in this prospectus supplement and the accompanying prospectus is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the SEC) under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the Exchange Act). Our SEC filings are available to the public at the SEC s website at www.sec.gov. You may read and copy all or any portion of this information at the Public Reference Room of the SEC, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information about its Public Reference Room. We maintain a website at www.stanleyblackanddecker.com. The information on our web site is not incorporated by reference into this prospectus supplement or the accompanying prospectus and you should not consider it a part of this prospectus supplement or the accompanying prospectus.

You can also inspect reports, proxy statements and other information about Stanley Black & Decker, Inc. at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The SEC allows us to incorporate by reference information into this prospectus supplement and the accompanying prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference in this prospectus supplement and the accompanying prospectus is deemed to be part of this prospectus supplement and the accompanying prospectus, except for any information superseded by information contained directly in this prospectus supplement, the accompanying prospectus or any subsequently filed document deemed incorporated by reference. This prospectus supplement and the accompanying prospectus incorporates by reference the documents set forth below that Stanley Black & Decker, Inc. has previously filed with the SEC (other than information deemed furnished and not filed in accordance with SEC rules, including Items 2.02 and 7.01 of Form 8-K). These documents contain important information about Stanley Black & Decker, Inc. and its finances.

Annual Report on Form 10-K for the fiscal year ended January 3, 2015;

The information specifically incorporated by reference into our Annual Report on Form 10-K for the fiscal year ended January 3, 2015 from our definitive proxy statement on Schedule 14A filed with the SEC on March 6, 2015;

Quarterly Reports on Form 10-Q for the quarters ended April 4, 2015, July 4, 2015 and October 3, 2015;

Current Reports on Form 8-K filed with the SEC on April 21, 2015, October 5, 2015 and October 16, 2015, and Current Report on Form 8-K/A filed with the SEC on February 20, 2015;

The description of our common stock contained in our Registration Statement on Form 8-A/A, filed with the SEC on March 12, 2010, and any amendment or report filed for the purpose of updating such description;

The description of the depositary preferred stock purchase rights associated with our common stock contained in our Registration Statement on Form 8-A/A, filed with the SEC on July 23, 2004, and any amendment or report filed for the purpose of updating such descriptions; and

Our definitive proxy statement filed with the SEC on March 6, 2015.

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All documents filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus supplement and the accompanying prospectus and before the termination of the offering shall also be deemed to be incorporated herein by reference. We are not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed filed with the SEC, including our compensation committee report and performance graph or any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or certain exhibits furnished pursuant to Item 9.01 of Form 8-K.

To obtain a copy of these filings at no cost, you may write or telephone us at the following address:

Stanley Black & Decker, Inc.

1000 Stanley Drive

New Britain, Connecticut 06053

Attention: Treasurer

(860) 225-5111

If requested, we will provide to each person, including any beneficial owner, to whom this prospectus supplement is delivered, a copy of any or all of the information that has been incorporated by reference into but not delivered with the prospectus supplement. Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference into such documents.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement, the accompanying prospectus and any documents incorporated herein by reference contain or incorporate statements that are forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995.

Those statements include trend analyses and other information relative to markets for our products and trends in our operations or financial results as well as other statements that can be identified by the use of forward-looking language such as may, should, believes, expects, anticipates, plans, estimates, intends, projects, goals, obj similar expressions. Our actual results, performance or achievements could be materially different from the results expressed in, or implied by, those forward-looking statements. Those statements are subject to risks and uncertainties, including but not limited to the risks described in any documents incorporated herein by reference. When considering those forward-looking statements, you should keep in mind the risks, uncertainties and other cautionary statements made in this prospectus supplement, any accompanying prospectus and the documents incorporated by reference.

A variety of factors could cause our actual results to differ materially from the expected results expressed in our forward-looking statements, including those set forth in this prospectus supplement, the accompanying prospectus or any documents incorporated herein by reference, including the Risk Factors, Business and Management s Discussion and Analysis of Financial Condition and Results of Operations section of our reports and other documents filed with the SEC. Factors that may cause our actual results to differ materially from those we contemplate by the forward-looking statements include, among others, the following possibilities:

inability to maintain and improve the overall profitability of our operations;

inability to identify and effectively execute productivity improvements and cost reductions, while minimizing any associated restructuring charges;

inability to limit the impact of steel and other commodity and material price inflation through price increases and other measures;

inability to capitalize on future acquisition opportunities (including any anticipated cost savings or other synergies) and fund other initiatives;

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inability to invest in routine business needs;

inability to continue improvements in working capital;

failure to identify, complete and integrate acquisitions, or to integrate existing businesses, while limiting or otherwise managing associated costs or liabilities;

inability to limit restructuring and other payments associated with recent acquisitions;

inability to minimize or otherwise manage costs or liabilities associated with any sale or discontinuance of a business or product line, including any asset impairment, severance, restructuring, legal or other costs or liabilities;

the extent to which we have to write off accounts receivable or assets or experience supply chain disruptions in connection with bankruptcy filings by our customers or suppliers;

inability to generate free cash flow and maintain a strong debt to capital ratio, including focusing on reduction of debt as determined by management;

inability to successfully settle routine tax audits;

inability to generate earnings sufficient to realize future income tax benefits during periods when temporary differences become deductible;

discontinued acceptance of technologies used in our products and services;

failure of our efforts to build upon our growth platforms and market leadership in Convergent Security Solutions;

inability to manage existing Sonitrol and Mac Tools franchisees and distributor relationships;

inability to access to credit markets on favorable terms, and the maintenance by us of an investment grade credit rating;

inability to negotiate satisfactory payment terms for the purchase and sale of goods, material and products;

inability to sustain the success of our marketing and sales efforts, including our ability to recruit and retain an adequate sales force and to maintain our customer base;

inability of the sales force to adapt to any changes made in the sales organization and achieve adequate customer coverage;

inability to develop and introduce new and high quality products and at the right price points, grow sales in existing markets, identify and develop new markets for our products and maintain and build the strength of our brands;

loss of significant volumes of sales from our larger customers;

inability to maintain or improve current production rates in our manufacturing facilities, to respond to significant changes in product demand, or to fulfill demand for new and existing products;

inability to implement, manage and maintain our operating systems effectively;

inability to continue successfully managing and defending claims and litigation;

pricing pressure and other changes within competitive markets;

increasing competition;

continued consolidation of customers, particularly in consumer channels;

inventory management pressures on our customers;

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changes in laws, regulations and policies that affect us, including, but not limited to trade, monetary, tax and fiscal policies and laws;

risks relating to environmental matters, including changes in the estimated costs to remediate historical contamination and resolve related litigation;

risks arising out of changes in environmental laws or other requirements (or their interpretation or enforcement), including such laws or other requirements that may affect the content or production of our products;

the final geographic distribution of future earnings and the effect of currency exchange fluctuations and impact of dollar/foreign currency exchange, taxes and interest rates on the competitiveness of products, our debt program and our cash flow;

challenging global geopolitical and macroeconomic environment;

the economic environment of emerging markets, particularly Latin America, Russia, Turkey and China;

the strength of the United States and European economies;

the impact that tightened credit markets may have on the Company or its customers or suppliers;

the extent to which world-wide markets associated with homebuilding and remodeling remain very weak or continue to deteriorate;

the impact of events that cause or may cause disruption in our manufacturing, distribution and sales networks, such as war, terrorist activities, natural disasters, political unrest, and recessionary or expansive trends in world economies in which we operate; and

inability to mitigate cost increases (such as customer price increases) generated by, for example, continued increases in the cost of energy or significant Euro, Canadian Dollar, Chinese Renminbi or other currency fluctuations.

There can be no assurance that other factors not currently anticipated by us will not materially and adversely affect our business, financial condition, and results of operations. You are cautioned not to place undue reliance on any forward-looking statements made by us or on our behalf. Please take into account that forward-looking statements speak only as of the date of this prospectus supplement or, in the case of the accompanying prospectus or any documents incorporated herein by reference, the date of any such document. We do not undertake any obligation to publicly correct or update any forward looking statement if we later become aware that it is not likely to be achieved.

You are advised, however, to consult any further disclosures we make on related subjects in reports to the SEC.

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SUMMARY

This summary contains basic information about us and this remarketing. Because it is a summary, it does not contain all of the information that you should consider before purchasing any securities in the remarketing. You should read this entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference carefully, including the section entitled Risk Factors in our most recent annual report on Form 10-K and our financial statements and the notes thereto incorporated by reference into this prospectus supplement and the accompanying prospectus before making an investment decision. Unless otherwise indicated, all references in this prospectus supplement to the Company, Stanley, we, our, us, or similar terms mean Stanley Black & Decker, Inc. and its subsidiaries.

The Company

Stanley Black & Decker, Inc. was founded in 1843 by Frederick T. Stanley and incorporated in 1852. We are a diversified global provider of power and hand tools, products and services for various industrial applications, mechanical access solutions (i.e. automatic doors and commercial locking systems), and electronic security and monitoring systems. Stanley®, Black & Decker® and DeWalt® along with the family of Stanley Black & Decker, Inc. brands are recognized around the world for quality, innovation and value and are among the world s most trusted brands.

Our principal executive office is located at 1000 Stanley Drive, New Britain, Connecticut 06053 and our telephone number is (860) 225-5111.

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The Offering

The summary below describes the principal terms of the notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The Description of Remarketed Notes section of this prospectus supplement contains a more detailed description of the terms and conditions of the notes. As used in this section, we, our and us refer to Stanley Black & Decker, Inc. and not to its current or future subsidiaries.

Issuer	Stanley Black & Decker, Inc., a Connecticut corporation.
Securities Remarketed	$632,500,000 aggregate principal amount of subordinated notes due November 17, 2018.
Maturity Date	November 17, 2018.
Interest Rate	The notes will bear interest at a rate of % per annum, commencing November 17, 2015.
Interest Payment Dates	Interest on the notes will be payable semi-annually in arrears on May 17 and November 17 of each year, commencing on May 17, 2016.
Redemption	The notes will not be redeemable at any time.
Ranking	The notes will be our direct, unsecured general obligations and will rank junior in right of payment to all of our existing and future senior indebtedness on the terms and to the extent set forth in the indenture governing the notes. See Description of Remarketed Notes Subordination. The notes will rank senior in right of payment to specified junior indebtedness on the terms and to the extent set forth in the indentures governing such junior indebtedness. See Description of Remarketed Notes Ranking. The notes are not obligations of or guaranteed by any of our subsidiaries. As a result, the notes are structurally subordinated to all debt and other liabilities (including guarantees) of our subsidiaries, which means that, in the event of a bankruptcy, liquidation or winding up of a subsidiary, creditors and preferred stockholders of such subsidiaries will be paid from the assets of such subsidiaries before holders of the notes would have any claims to those assets.

As of October 3, 2015 on a pro forma basis as if the remarketing were completed as of such date, we had $3,850.6 million principal amount of outstanding indebtedness (excluding $452 million of short-term borrowings), $1,723.1 million principal amount of which was senior indebtedness and $2,127.5 million principal amount of which would have been junior indebtedness. As of October 3, 2015, our subsidiaries had approximately $150.0 million of liabilities (excluding affiliate liabilities owed to Stanley Black & Decker, Inc.).

The Remarketing

The notes were initially issued by us on November 5, 2010 as a part of our issuance of Units. Each Unit initially consisted of (i) a

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	purchase contract (purchase contract) under which the holder agreed to purchase one share of our 4.75% Series B Perpetual Cumulative Convertible preferred stock (the convertible preferred stock), with a liquidation preference of $100 per share, convertible into shares of our common stock (common stock), par value $2.50 per share or, subject to certain conditions, cash or a combination of cash and common stock, at our election, and (ii) a 1/10, or 10%, undivided beneficial ownership interest in a $1,000 principal amount note that corresponds to the stated amount of $100 per Unit. In order to secure their obligations under the purchase contracts, holders of the Units pledged their notes to us through a collateral agent. Pursuant to the terms of the Units, the remarketing agents will use their reasonable efforts to remarket the notes under the terms of, and subject to the conditions contained in, the remarketing agreement among us, the remarketing agents and The Bank of New York Mellon Trust Company, N.A., not individually but solely as purchase contract agent and as attorney-in-fact of the holders of purchase contracts. See Remarketing in this prospectus supplement. The terms of the Units and notes require the remarketing agents to use their reasonable best efforts to remarket the notes at a price equal to at least 100% of the aggregate principal amount of the notes included in the remarketing.
Listing	The notes are not, and are not expected to be, listed on any national securities exchange or included in any automated quotation system.
Use of Proceeds	We will not directly receive any proceeds from the remarketing. However, upon a successful remarketing, the portion of the proceeds attributable to notes that are part of Units will automatically be applied to satisfy in full the related Unit holders obligations to purchase our convertible preferred stock under their purchase contracts. If any proceeds remain from the remarketing of notes that are part of Units after this application, the remarketing agents will remit such proceeds for the benefit of holders of such Units. Holders of separate notes who elected to submit their notes in the remarketing, if any, will receive the portion of the proceeds attributable to their notes.
Notice of Redemption	Promptly following completion of the remarketing, we intend to issue a notice to call the convertible preferred stock for redemption at a redemption price of 100% of the liquidation preference plus accrued and unpaid dividends to the redemption date. We expect that holders of the

convertible preferred stock will choose not to have their convertible preferred stock redeemed and instead will elect to convert their convertible preferred stock; however they are not obligated to do so and no assurance can be given as to the extent to which such holders elect to convert the preferred stock. We intend to settle any such conversions by delivering a combination of cash and common stock to converting holders. It is expected that the amount of cash we will pay to the holders of convertible preferred stock as part of such

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	redemptions or conversions will be approximately equal to the amount of cash we receive from holders of Units as part of their obligations to purchase convertible preferred stock under their purchase contracts.
U.S. Federal Income Tax Considerations	See United States Federal Income Tax Considerations.
Risk Factors	In considering whether to purchase the notes, you should carefully consider all of the information we have included or incorporated by reference in this prospectus supplement. In particular, you should carefully consider the risk factors described in the section of this prospectus supplement entitled Risk Factors, the discussion of risks relating to our business under the caption Risk Factors in our most recent annual report on Form 10-K and the factors listed in Special Note Regarding Forward-Looking Statements in this prospectus supplement.
Trustee	The trustee for the notes is HSBC Bank USA, National Association.

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RISK FACTORS

In considering whether to purchase the notes, you should carefully consider all of the information we have included or incorporated by reference in this prospectus supplement. In particular, you should carefully consider the risk factors described below, the discussion of risks relating to our business under the caption Risk Factors in our most recent annual report on Form 10-K and the factors listed in Special Note Regarding Forward-Looking Statements in this prospectus supplement.

Risk Factors Relating to Notes

As used in this section, we, our and us refer to Stanley Black & Decker, Inc. and none of its current or future consolidated subsidiaries.

The notes will be subordinated to our existing and future senior indebtedness. The notes are effectively subordinated to our existing and future secured debt, and structurally subordinated to all liabilities and preferred stock of our subsidiaries.

Our payment obligation under the notes will be unsecured and will rank junior and be subordinated in right of payment to all of our senior indebtedness on the terms set forth in the indenture governing the notes. This means that we cannot make any payments on the notes if (i) we have defaulted on the payment of any of our senior indebtedness and the default is continuing, (ii) the maturity of any senior indebtedness has been accelerated as a result of a default or (iii) we have filed for bankruptcy or are winding-up or liquidating, and our senior indebtedness has not been repaid in full.

In addition the notes will not be obligations of or guaranteed by any of our subsidiaries. As a result, the notes will be structurally subordinated to all liabilities and preferred stock of our subsidiaries, which means that, in the event of a bankruptcy, dissolution or winding up of a subsidiary, creditors and preferred stockholders of such subsidiaries will be paid from the assets of such subsidiary before holders of the notes would have any claims to those assets.

As of October 3, 2015 on a pro forma basis as if the remarketing were completed as of such date, we had $3,850.6 million principal amount of outstanding indebtedness (excluding $452 million of short-term borrowings), $1,723.1 million principal amount of which was senior indebtedness and $2,127.5 million principal amount of which would have been junior indebtedness. As of October 3, 2015, our subsidiaries had approximately $150.0 million of liabilities (excluding affiliate liabilities owed to Stanley Black & Decker, Inc.).

Since our operations are partially conducted through our subsidiaries, the cash flow and the consequent ability to service our indebtedness, including the notes, is partially dependent upon the earnings of our subsidiaries and the distribution of those earnings or upon the payments of funds by those subsidiaries to us. Our subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due pursuant to the notes or to make funds available to us, whether by dividends, loans or other payments. In addition, the payment of dividends and the making of loans and advances to us by our subsidiaries may be subject to contractual or statutory restrictions, are contingent upon the earnings of those subsidiaries and are subject to various business considerations. Any right we may have to receive assets of any of our subsidiaries upon their liquidation or reorganization (and the consequent right of the holders of the notes to participate in those assets) will be structurally subordinated to the claims of such subsidiary s creditors, including trade creditors, because such creditors claims will have a priority over our claim as an equity owner of our subsidiaries.

The notes will also be effectively subordinated to our secured indebtedness to the extent of the value of the assets securing such indebtedness. In the event of our bankruptcy, liquidation, reorganization or other winding

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up, our assets that secure debt will be available to pay obligations on the notes only after the secured debt has been repaid in full from these assets. There may not be sufficient assets remaining to pay amounts due on any or all of the notes then outstanding.

The indenture governing the notes does not prohibit us from incurring additional senior debt or secured debt, nor does it prohibit any of our subsidiaries from incurring additional liabilities.

Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that any active trading market will develop for the notes.

There is no established public market for the notes and, prior to the remarketing, trading for the notes has been illiquid. We have not applied for and do not intend to apply for listing of the notes on any securities exchange, nor do we intend to arrange for the notes to be quoted on any quotations system.

The liquidity of any market for the notes will depend upon the number of holders of the notes, our performance, the market for similar securities, the interest of securities dealers in making a market in the notes and other factors. A liquid trading market may never develop for the notes. If a market develops, the notes could trade at prices that may be lower than the remarketing price of the notes. We cannot predict the extent, if any, to which investors interest will lead to a liquid trading market. If an active market does not develop or is not maintained, the price and liquidity of the notes may be adversely affected.

The subordinated indenture does not restrict our ability to take certain actions that could negatively impact holders of the notes.

We are not restricted under the terms of the subordinated indenture or the notes from incurring additional debt that would be equal in right of payment with or senior in right of payment to the notes. In addition, the limited covenants applicable to the notes do not require us to achieve or maintain any minimum financial results relating to our financial position or results of operations. Our ability to recapitalize, incur additional debt and take a number of other actions that are not limited by the terms of the notes could have the effect of diminishing our ability to make payments on the notes when due. Certain of our other debt instruments may, however, restrict these and other actions.

We are both an operating company and a holding company and may require cash from our subsidiaries to make payments on the notes.

The notes are solely the obligation of Stanley Black and Decker, Inc. and no other entity will have any obligation, contingent or otherwise, to make payments in respect of the notes. While we have substantial operations of our own, we are also a holding company for several direct and indirect subsidiaries. Our subsidiaries will have no obligation to pay any amount in respect of the notes. Accordingly, we may depend, in part, on dividends and other distributions from our subsidiaries to generate the funds necessary to meet our obligations under the indenture governing the notes, including payment of interest. As described above, as an equity holder of our subsidiaries, our ability to participate in any distribution of assets of any subsidiary is structurally subordinate to the claims of the creditors of that subsidiary. If we are unable to obtain cash from our subsidiaries, we may be unable to fund required payments in respect of the notes.

The notes may receive a lower rating than anticipated.

We intend to seek a rating for the notes. If one or more rating agencies rates the notes and assigns the notes a rating lower than the rating expected by investors, reduces their rating in the future or announces its intention to put the notes

on credit watch, the market price of our common stock and notes would be harmed.

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USE OF PROCEEDS

We will not directly receive any of the proceeds from the remarketing of the notes. See Plan of Distribution. Proceeds from the remarketing attributable to the notes that are part of the Units that participated in the remarketing will be used as follows:

- to satisfy the obligations of the holders of Units to purchase our convertible preferred stock under the purchase contracts on the date of settlement of the remarketing; and

- any remaining proceeds will be remitted for the benefit of holders of Units participating in the remarketing, on a pro rata basis.

Holders of separate notes who elected to submit their notes in the remarketing, if any, will receive the portion of the proceeds attributable to their notes.

See Relationship of the Equity Units to the Remarketing.

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RATIO OF EARNINGS TO FIXED CHARGES

The ratio of earnings to fixed charges for each of the periods indicated is set forth below. For purposes of computing these ratios, earnings represents income from continuing operations before income taxes and fixed charges. Fixed charges are the sum of (i) interest expense, (ii) the portion of rents representative of interest, and (iii) amortization of capitalized interest. See Exhibit 12 of the Company s annual report on Form 10-K for the year ended January 3, 2015 (incorporated herein by reference) for a detailed computation of the ratio of earnings to fixed charges.

	For the Fiscal Quarter Ended October 3,	For the Fiscal Year				
	2015	2014	2013	2012	2011	2010
Ratio of Earnings to Fixed Charges	6.8X	6.7X	4.4X	4.4X	5.3X	2.4X

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RELATIONSHIP OF THE EQUITY UNITS TO THE REMARKETING

In November 2010, we issued 6,325,000 Units in a registered offering. Each Unit was initially comprised of (i) a purchase contract under which the holder agreed to purchase one share of our convertible preferred stock and (ii) a 1/10, or 10%, undivided beneficial ownership interest in a $1,000 principal amount note that corresponds to the stated amount of $100 per Unit. In order to secure their obligations under the purchase contracts, holders of the Units pledged their notes to us through a collateral agent.

Under the terms of the Units, the Company has engaged Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC as the remarketing agents to remarket the notes on behalf of the holders (other than those holders who have elected not to participate in the remarketing, if any), pursuant to the remarketing agreement.

We will not directly receive any of the proceeds from the remarketing. See Use of Proceeds. A portion of the proceeds of the remarketing of the Units will be used to satisfy the obligation of holders of Units that participated in the remarketing to purchase our convertible preferred stock under the related purchase contracts on the date of settlement of the remarketing. If any proceeds remain from the remarketing of notes that are part of Units after this application, the remarketing agents will remit such proceeds for the benefit of holders of such Units. Holders of separate notes who elected to submit their notes in the remarketing, if any, will receive the portion of the proceeds attributable to their notes.

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DESCRIPTION OF REMARKETED NOTES

The description in this prospectus supplement is a summary of some of the terms of the notes offered hereby and the indenture. The description of the notes and the indenture contain a summary of their material terms but do not purport to be complete, and reference is hereby made to the indenture that has been filed as an exhibit to the registration statement of which this prospectus supplement is a part. Copies of the indenture and the forms of certificates evidencing the notes are available upon request from us.

The following description is only a summary of the material provisions of the notes and the indenture and does not purport to be complete. We urge you to read the indenture in its entirety because it, and not this description, defines your rights as a holder of the notes. To the extent that the following description is not consistent with the description contained in the accompanying prospectus, you should rely on the following description. For the purposes of this description, the terms we, our and us refer to Stanley Black & Decker, Inc. and, unless otherwise expressly stated or the context otherwise requires, not any of our subsidiaries.

General

The notes were issued as a separate series of debt securities under an indenture dated as of November 22, 2005 between us and HSBC Bank USA, National Association, as trustee (the trustee), as supplemented by the second supplemental indenture dated as of November 5, 2010 between us and the trustee. The notes were issued in connection with our issuance of Units. The Units initially consisted of (i) a purchase contract under which the holder agreed to purchase one share of convertible preferred stock, and (ii) a 1/10, or 10%, undivided beneficial ownership interest in a $1,000 principal amount note that corresponds to the stated amount of $100 per Unit.

This prospectus supplement relates to the remarketing of the notes.

The notes initially were issued in an aggregate principal amount of $632,500,000. The notes are issued in certificated form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof.

We refer to the notes and all other debt securities issued under the indenture herein as indenture securities. For the purposes of this section, any reference to the indenture shall generally mean the indenture as supplemented by the supplemental indentures relating to the notes.

The indenture permits us to issue an unlimited amount of indenture securities from time to time in one or more series. All indenture securities of any one series need not be issued at the same time, and a series may be reopened for issuances of additional indenture securities of such series. Additional indenture securities issued in this manner will be consolidated with, and will form a single series with, the previously outstanding indenture securities of such series; provided, however, that if such additional indenture securities are not fungible with the previously outstanding indenture securities for U.S. federal income tax purposes, the additional indenture securities will have a separate CUSIP number.

Except to the limited extent described below under Consolidation, Merger and Conveyance of Assets as an Entirety, the indenture does not contain any provisions that are intended to protect holders of notes in the event of a highly-leveraged or similar transaction involving us.

Ranking

The notes will be our direct, unsecured general obligations and will rank junior in right of payment to all of our existing and future senior indebtedness on the terms and to the extent set forth in the indentures and as summarized below, and senior in right of payment to all of our junior indebtedness (as defined below) to the extent and on the terms set forth in the indentures governing such junior indebtedness. The notes will not be obligations of, or guaranteed by, any of our subsidiaries. The notes will be effectively subordinated to our secured indebtedness to the extent of the value of the assets securing such indebtedness. In the event of our

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bankruptcy, liquidation, reorganization or other winding up, our assets that secure debt will be available to pay obligations on the notes only after the secured debt has been repaid in full from these assets. There may not be sufficient assets remaining to pay amounts due on any or all of the notes then outstanding. We may issue additional series of subordinated notes that rank senior to, junior to or equal in right of payment with the notes.

junior indebtedness means the Company s existing $750 million principal amount of 5.75% Junior Subordinated Debentures due 2052, $345 million principal amount of 2.25% Junior Subordinated Notes due 2018, $400 million principal amount of 5.75% Fixed-to-Floating Rate Junior Subordinated Debentures due 2053, and any future junior subordinated indebtedness or obligations that are expressly subordinated in right of payment to the notes.

The Company may not make payment of the principal of, or premium, if any, or interest on any junior indebtedness, if any of the following occurs:

- a default by us on the payment of principal, premium, interest or any other payment due on any indebtedness senior in right of payment thereto (including the notes) so long as the default continues; or
- the maturity of any indebtedness senior in right of payment thereto (including the notes) has been accelerated because of a default.

In addition, upon any distribution of our assets to creditors upon our dissolution or winding-up or liquidation or reorganization or in bankruptcy, insolvency, receivership or other proceedings, all amounts due on our indebtedness senior in right of payment (including the notes) to any junior indebtedness shall be paid in full before any payment is made by us on account of the principal, premium, if any, or interest on such junior indebtedness.

As of October 3, 2015 on a pro forma basis as if the remarketing were completed as of such date, we had $3,850.6 million principal amount of outstanding indebtedness (excluding $452 million of short-term borrowings), $1,723.1 million principal amount of which was senior indebtedness, $2,127.5 million principal amount of which would have been junior indebtedness. As of October 3, 2015, our subsidiaries had approximately $150.0 million of liabilities (excluding affiliate liabilities owed to Stanley Black & Decker, Inc.).

Subordination

Holders of the notes should recognize that contractual provisions in the indenture may prohibit us from making payments on the notes. The notes are subordinated and junior in right of payment to our existing and future senior indebtedness (but not junior indebtedness as defined above), to the extent and in the manner stated in the indenture. No payment of the principal of, or premium, if any, or interest on the notes may be made by us, if any of the following occurs:

- a default by us on the payment of principal, premium, interest or any other payment due on any senior indebtedness so long as the default continues; or
- the maturity of any senior indebtedness has been accelerated because of a default.

In addition, upon any distribution of our assets to creditors upon our dissolution or winding-up or liquidation or reorganization or in bankruptcy, insolvency, receivership or other proceedings, all amounts due on our senior indebtedness shall be paid in full before any payment is made by us on account of the principal, premium, if any, or interest on the notes.

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senior indebtedness means all of our obligations, whether presently existing or from time to time hereafter incurred, created, assumed or existing, to pay principal, premium, interest, penalties, fees and any other payment in respect of any of the following: (a) indebtedness for borrowed money, including, without limitation, such obligations as are evidenced by credit agreements, notes, debentures, bonds and similar instruments; (b) obligations under synthetic leases, finance leases and capitalized leases; (c) our obligations, for reimbursement under letters of credit, banker s acceptances, security purchase facilities or similar facilities issued for our account; (d) any obligations with respect to derivative contracts, including but not limited to commodity contracts, interest rate, commodity and currency swap agreements, forward contracts and other similar agreements or arrangements designed to protect against fluctuations in commodity prices, currency exchange or interest rates; and (e) all obligations of the types referred to in clauses (a), (b), (c) and (d) above of others which we have assumed, guaranteed or otherwise becomes liable for, under any agreement, unless, in the case of any particular indebtedness or obligation, the instrument creating or evidencing the same or the assumption or guarantee of the same expressly provides that such indebtedness or obligation is not superior in right of payment to or is equal in right of payment with the notes, as the case may be; provided that trade obligations incurred in the ordinary course of business shall not be deemed to be senior indebtedness.

This subordination will not prevent the occurrence of any event of default with respect to the notes. There is no limitation on the issuance of additional senior indebtedness by us in the indenture.

Principal and Interest

Following the remarketing, the notes will bear interest from November 17, 2015 at a rate of % per annum, payable semi-annually in arrears on May 17 and November 17 of each year, commencing May 17, 2016 (each, an interest payment date). The notes will mature on November 17, 2018 (the maturity date).

The indenture provides for the payment of interest on an interest payment date only to persons in whose names the notes are registered at the close of business on the regular record date, which will be May 1 and November 1 (whether or not a business day), as the case may be, immediately preceding the applicable interest payment date except that interest payable on the Maturity Date of the Notes shall be paid to the Person to whom principal is payable. Interest will be calculated on the basis of a 360-day year of twelve 30-day months, and with respect to any period less than a full calendar month, on the basis of the actual number of days elapsed during the period.

If any date on which interest payments are to be made on the notes is not a business day, then payment of the interest payable on that date will be made on the next succeeding day that is a business day, and no interest or payment will be paid in respect of the delay.

Redemption

The notes will not be redeemable at any time.

Payment

So long as any separate notes are registered in the name of The Depository Trust Company, or DTC, as depositary for the notes as described herein under Book-Entry Issuance , or DTC s nominee, payments on the notes will be made as described therein.

If we default in paying interest on a note, we will pay such interest either

on a special record date between 10 and 15 calendar days before the payment; or

in any other lawful manner of payment that is consistent with the requirements of any securities exchange on which the notes may be listed for trading.

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We will pay principal of and any interest on the notes at maturity upon presentation of the notes at the corporate trust office of HSBC Bank USA, National Association, in New York, New York, as our paying agent for the notes. In our discretion, we may change the place of payment on the notes, and we may remove any paying agent and may appoint one or more additional paying agents (including us or any of our affiliates).

If any interest payment date or the maturity of a note falls on a day that is not a business day, the required payment of principal and/or interest will be made on the next succeeding business day as if made on the date such payment was due, and no interest will accrue on such payment for the period from and after such interest payment date or the maturity, as the case may be, to the date of such payment on the next succeeding business day. Business day, means any day other than a Saturday or a Sunday or a day on which banking institutions and trust companies in New York City, New York are authorized or required by law or executive order to remain closed.

Form; Transfers; Exchanges

So long as any separate notes are registered in the name of DTC, as depositary for the notes as described herein under Book-Entry Issuance, or DTC s nominee, transfers and exchanges of beneficial interests in the separate notes will be made as described therein. In the event that the book-entry only system is discontinued, and the separate notes are issued in certificated form, you may exchange or transfer notes at the corporate trust office of the trustee. The trustee acts as our agent for registering notes in the names of holders and transferring debt securities. We may appoint another agent or act as our own agent for this purpose. The entity performing the role of maintaining the list of registered holders is called the security registrar; the security registrar will also perform transfers. In our discretion, we may change the place for registration of transfer of the notes and may remove and/or appoint one or more additional security registrars (including us or any of our affiliates).

There will be no service charge for any transfer or exchange of the notes, but you may be required to pay a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Events of Default

An event of default with respect to the notes will occur if

- we do not pay any interest on any note within 30 calendar days following an interest payment date;
- we do not pay principal on any note on its due date; or
- we file for bankruptcy or certain other similar events in bankruptcy, insolvency, receivership or reorganization occur.

No event of default with respect to the notes necessarily constitutes an event of default with respect to the indenture securities of any other series issued under the indenture.

Remedies

Acceleration

Any One Series. If an event of default occurs and is continuing with respect to any one series of indenture securities, then either the trustee or the holders of 10% in principal amount of the outstanding indenture securities of such series may declare the principal amount of all of the indenture securities of such series to be due and payable immediately.

More Than One Series. If an event of default occurs and is then continuing with respect to more than one series of indenture securities, then either the trustee or the holders of at least 10% of the aggregate principal amount of the outstanding indenture securities of all such series, considered as one class, may make such

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declaration of acceleration. Thus, if there is more than one series affected, the action by the holders of at least 10% of the aggregate principal amount of the outstanding indenture securities of any particular series will not, in itself, be sufficient to make a declaration of acceleration.

Rescission of Acceleration

After the declaration of acceleration has been made and before the trustee has obtained a judgment or decree for payment of the money due, such declaration and its consequences will be rescinded and annulled, if

we pay or deposit with the trustee a sum sufficient to pay

all overdue interest;

the principal of and any premium which have become due otherwise than by such declaration of acceleration and interest thereon;

interest on overdue interest to the extent lawful; and

all amounts due to the trustee under the indenture; and

all events of default, other than the nonpayment of the principal which has become due solely by such declaration of acceleration, have been cured or waived as provided in the indenture. For more information as to waiver of defaults, see Waiver of Default and of Compliance below.

Control by Holders; Limitations

Subject to the indenture, if an event of default with respect to the indenture securities of any one series occurs and is continuing, the holders of a majority in principal amount of the outstanding indenture securities of that series will have the right to direct the time, method and place of (i) conducting any proceeding for any remedy available to the trustee or (ii) exercising any trust or power conferred on the trustee with respect to the indenture securities of such series.

If an event of default is continuing with respect to more than one series of indenture securities, the holders of a majority in aggregate principal amount of the outstanding indenture securities of all such series, considered as one class, will have the right to make such direction, and not the holders of the indenture securities of any one of such series.

These rights of holders to make direction are subject to the following limitations:

the holders directions may not conflict with any law or the indenture or be unduly prejudicial to the rights of holders of notes of other series; and

the holders directions may not involve the trustee in personal liability where the trustee believes indemnity is not adequate.

The trustee may also take any other action it deems proper that is consistent with the holders direction. With respect to events of default and other defaults in the performance of, or breach of, covenants in the indenture that do not constitute events of default, if any such event of default or other default occurs and is continuing after any applicable notice and/or cure period, then the trustee may in its discretion (and subject to the rights of the holders to control remedies as described above and certain other conditions specified in the indenture) bring such judicial proceedings as the trustee shall deem appropriate or proper.

The indenture provides that no holder of any indenture security will have any right to institute any proceeding, judicial or otherwise, with respect to the indenture for the appointment of a receiver or for any other remedy thereunder unless

that holder has previously given the trustee written notice of a continuing event of default;

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the holders of at least 10% in aggregate principal amount of the outstanding indenture securities of all affected series, considered as one class, have made written request to the trustee to institute proceedings in respect of that event of default;

the holders have offered the trustee reasonable indemnity against costs and liabilities incurred in complying with such request; and

for 60 calendar days after receipt of such notice, the trustee has failed to institute any such proceeding and no direction inconsistent with such request has been given to the trustee during such 60-day period by the holders of a majority in aggregate principal amount of outstanding indenture securities of all affected series, considered as one class.

Furthermore, no holder will be entitled to institute any such action if and to the extent that such action would disturb or prejudice the rights of other holders.

However, each holder has an absolute and unconditional right to receive payment when due and to bring a suit to enforce that right.

Notice of Default

We shall provide written notice to the trustee immediately upon becoming aware of any default or event of default. Within 30 calendar days of the trustee obtaining actual knowledge of the occurrence of any default or event of default, the Trustee will transmit notice of default to the holders of the notes, unless such default or event of default is cured or waived.

Upon our application or demand to the trustee to take any action under the indenture, we will furnish the trustee with a statement as to their compliance with the conditions and covenants in the indenture.

Waiver of Default and of Compliance

The holders of a majority in principal amount of the outstanding notes may waive, on behalf of the holders of all outstanding notes, any past default under the indenture, except a default in the payment of principal or interest, or with respect to compliance with certain provisions of the indenture that cannot be amended without the consent of the holder of each outstanding indenture security.

Compliance with certain covenants in the indenture or otherwise provided with respect to indenture securities may be waived by the holders of a majority in aggregate principal amount of the affected indenture securities, considered as one class.

Consolidation, Merger and Conveyance of Assets as an Entirety

Subject to the provisions described in the next paragraph, we have agreed in the indenture to preserve our corporate existence.

We have also agreed not to consolidate with or merge or convert into any other entity or convey, transfer, sell or lease all or substantially all of our properties and assets substantially as an entirety to any entity unless:

the entity formed by such consolidation or into which we are merged or the entity which acquires or which leases its property and assets substantially as an entirety is a corporation organized and existing under the laws of the United States, any state thereof or the District of Columbia and expressly assumes, by supplemental indenture, the due and punctual payment of the principal and interest on all the outstanding notes and the performance of all of its covenants and obligations under the indenture; and

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immediately after giving effect to such transaction, no event of default, and no event which, after notice or lapse of time or both, would become an event of default, will have occurred and be continuing.

The indenture does not prevent or restrict:

any consolidation or merger after the consummation of which we would be the surviving or resulting entity; or

any conveyance or other transfer, or lease, of any part of our properties which does not constitute the entirety, or substantially the entirety, thereof.

Modification of Indenture

Without Holder Consent

Without the consent of any holders of indenture securities, we and the trustee may enter into one or more supplemental indentures for any of the following purposes:

to evidence the succession of another entity to us;

to add one or more covenants or other provisions for the benefit of the holders of all or any series of indenture securities, or to surrender any right or power conferred upon us;

to add any additional events of default for all or any series of indenture securities;

to change or eliminate any provision of the indenture or to add any new provision to the indenture that does not adversely affect the interests of the holders;

to provide security for the indenture securities of any series;

to establish the form or terms of indenture securities of any series as permitted by the indenture;

to evidence and provide for the acceptance of appointment of a separate or successor trustee;

to provide for the procedures required to permit the utilization of a noncertificated system of registration for any series of indenture securities;

to change any place or places where

we may pay principal, premium and interest,

indenture securities may be surrendered for transfer or exchange, and

notices and demands to or upon us may be served;

to cure any ambiguity, defect or inconsistency; or

to make any other changes that do not adversely affect the interests of the holders in any material respect; provided, however, that any supplemental indenture made solely to conform the provisions of the indenture to the description contained in to the description of the notes contained in the preliminary prospectus supplement dated November 1, 2010 (as supplemented by the related term sheet dated November 1, 2010) will not be deemed to adversely affect the interests of the holders.

If the Trust Indenture Act is amended after the date of the supplemental indenture so as to require changes to the indenture or so as to permit changes to, or the elimination of, provisions which, as of the date of the supplemental indenture or at any time thereafter, were required by the Trust Indenture Act to be contained in the indenture, the indenture will be deemed to have been amended so as to conform to such amendment or to effect such changes or elimination, and we and the trustee may, without the consent of any holders, enter into one or more supplemental indentures to effect or evidence such amendment.

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With Holder Consent

Except as provided above, the consent of the holders of at least a majority in aggregate principal amount of the indenture securities of all outstanding series, considered as one class, is generally required for the purpose of adding to, changing or eliminating any of the provisions of the indenture pursuant to a supplemental indenture.

However, no amendment or modification may, without the consent of the holder of each outstanding indenture security directly affected thereby,

change the stated maturity of the principal or interest on any indenture security (other than pursuant to the terms thereof), or reduce the principal amount, interest or premium payable or change the currency in which any indenture security is payable, or impair the right to bring suit to enforce any payment;

reduce the percentages of holders whose consent is required for any supplemental indenture or waiver or reduce the requirements for quorum and voting under the indenture;

modify certain of the provisions in the indenture relating to supplemental indentures and waivers of certain covenants and past defaults; or

cause a significant modification of the notes within the meaning of Treasury Regulation § 1.1001-3.

A supplemental indenture that changes or eliminates any provision of the indenture expressly included solely for the benefit of holders of indenture securities of one or more particular series will be deemed not to affect the rights under the indenture of the holders of indenture securities of any other series.

We will be entitled to set any day as a record date for the purpose of determining the holders of outstanding indenture securities of any series entitled to give or take any demand, direction, consent or other action under the indenture, in the manner and subject to the limitations provided in the indenture. In certain circumstances, the trustee also will be entitled to set a record date for action by holders. If such a record date is set for any action to be taken by holders of particular indenture securities, such action may be taken only by persons who are holders of such indenture securities at the close of business on the record date.

Satisfaction and Discharge

The notes will not be subject to defeasance.

The indenture will be deemed satisfied and discharged when no indenture securities remain outstanding and when we have paid all other sums payable by us under the indenture.

Resignation and Removal of the Trustee; Deemed Resignation

The trustee may resign at any time by giving written notice to us.

The trustee may also be removed by act of the holders of a majority in principal amount of the then outstanding indenture securities of any series.

No resignation or removal of the trustee and no appointment of a successor trustee will become effective until the acceptance of appointment by a successor trustee in accordance with the requirements of the indenture.

Agreement by Purchasers of Certain Tax Treatment

Each note will provide that, by acceptance of the note or a beneficial interest therein, you intend that the note constitutes debt and you agree to treat it as debt for U.S. federal, state and local tax purposes (unless otherwise required by a taxing authority). See United States Federal Income Tax Considerations.

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Title

We, the trustee, and any agent of ours or the trustee, will treat the person or entity in whose name indenture securities are registered as the absolute owner of those indenture securities (whether or not the indenture securities may be overdue) for the purpose of making payments (subject to the record date provisions of the indenture) and for all other purposes irrespective of notice to the contrary.

Governing Law

The indenture and the indenture securities provide that they will be governed by and construed in accordance with the laws of the State of New York, except to the extent the Trust Indenture Act shall be applicable.

Regarding the Trustee

The trustee under the indenture is HSBC Bank USA, National Association. In addition to acting as trustee, HSBC Bank USA, National Association and its affiliates also maintain various banking and trust relationships with us and our affiliates.

Book-Entry Issuance

The Depository Trust Company. The notes will be evidenced by one or more global notes registered in the name of DTC s nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. Such global notes will be deposited with the trustee as custodian for DTC.

Purchases of the notes under the DTC system must be made by or through direct participants, which will receive a credit for the notes on DTC s records. The ownership interest of each actual purchaser of each note (beneficial owner) is in turn to be recorded on the direct and indirect participants records. Beneficial owners will not receive written confirmation from DTC of their purchases, but beneficial owners are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the direct or indirect participant through which they purchased the notes. Transfers of ownership interests on the notes are to be accomplished by entries made on the books of Direct and indirect participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in notes, except in the event that use of the book-entry system for the notes is discontinued.

To facilitate subsequent transfers, all notes deposited by direct participants with DTC are registered in the name of DTC s nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the notes with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the notes; DTC s records reflect only the identity of the direct participants to whose accounts the notes are credited, which may or may not be the beneficial owners. The direct and indirect participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Notices will be sent to DTC.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the notes unless authorized by a direct participant in accordance with DTC s procedures. Under its usual procedures, DTC mails an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns the voting or consenting rights of Cede & Co. to those direct participants to whose accounts the notes are credited on the record date. We believe that these arrangements will enable the beneficial owners to exercise rights equivalent in substance to the rights that can be directly exercised by a registered holder of the notes.

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Payments of principal and interest on the notes will be made to Cede & Co. (or such other nominee of DTC). DTC s practice is to credit direct participants accounts upon DTC s receipt of funds and corresponding detail information from us or the trustee, on payable date in accordance with their respective holdings shown on DTC s records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices and will be the responsibility of each participant and not of DTC, the trustee or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of the purchase price, principal and interest to Cede & Co. (or other such nominee of DTC) is our responsibility. Disbursement of such payments to direct participants will be the responsibility of DTC, and disbursement of such payments to the beneficial owners is the responsibility of direct and indirect participants.

A beneficial owner will not be entitled to receive physical delivery of the notes. Accordingly, each beneficial owner must rely on the procedures of DTC to exercise any rights under the notes.

DTC may discontinue providing its services as securities depositary with respect to the notes at any time by giving us or the trustee reasonable notice. In the event no successor securities depositary is obtained, certificates for the notes will be printed and delivered.

Clearstream. Clearstream Banking, *société anonyme* (Clearstream), is incorporated under the laws of Luxembourg as a professional depositary. Clearstream holds securities for its participating organizations (Clearstream Participants) and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream provides Clearstream Participants with, among other things, services for safekeeping, administration, clearance and establishment of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. As a professional depositary, Clearstream is subject to regulation by the Luxembourg Monetary Institute. Clearstream Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, and may include the underwriters. Indirect access to Clearstream is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Participant, either directly or indirectly.

Distributions with respect to notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures to the extent received by DTC for Clearstream.

Euroclear . Euroclear Bank S.A./N.V. (Euroclear) was created in 1968 to hold securities for participants of Euroclear (Euroclear Participants) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the Euroclear Operator), under contract with Euro-clear Clearance Systems S.C., a Belgian cooperative corporation (the Cooperative). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for Euroclear on behalf of Euroclear Participants. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator is regulated and examined by the Belgian Banking Commission.

Links have been established among DTC, Clearstream and Euroclear to facilitate the initial issuance of the notes sold outside of the United States and cross-market transfers of the notes associated with secondary market trading.

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Although DTC, Clearstream and Euroclear have agreed to the procedures provided below in order to facilitate transfers, they are under no obligation to perform these procedures, and these procedures may be modified or discontinued at any time. Neither we, nor the Trustee nor any of our or their respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Clearstream and Euroclear will record the ownership interests of their participants in much the same way as DTC, and DTC will record the total ownership of each of the U.S. agents of Clearstream and Euroclear, as participants in DTC. When notes are to be transferred from the account of a DTC participant to the account of a Clearstream Participant or a Euroclear Participant, the purchaser must send instructions to Clearstream or Euroclear through a participant at least one day prior to settlement. Clearstream or Euroclear, as the case may be, will instruct its U.S. agent to receive the notes against payment. After settlement, Clearstream or Euroclear will credit its participant s account. Credit for the notes will appear on the next day (European time).

Because settlement is taking place during New York business hours, DTC participants will be able to employ their usual procedures for sending notes to the relevant U.S. agent acting for the benefit of Clearstream Participants or Euroclear Participants. The sale proceeds will be available to DTC seller on the settlement date. As a result, to a DTC participant, a cross-market transaction will settle no differently than a trade between two DTC participants.

When a Clearstream Participant or Euroclear Participant wishes to transfer notes to a DTC participant, the seller will be required to send instructions to Clearstream or Euroclear through a participant at least one business day prior to settlement. In these cases, Clearstream or Euroclear will instruct its U.S. agent to transfer these notes against payment for them. The payment will then be reflected in the account of the Clearstream Participant or Euroclear Participant the following day, with the proceeds back valued to the value date, which would be the preceding day, when settlement occurs in New York, if settlement is not completed on the intended value date, that is, the trade fails, proceeds credited to the Clearstream Participant s or Euroclear Participant s account will instead be valued as of the actual settlement date.

You should be aware that you will only be able to make and receive deliveries, payments and other communications involving the notes through Clearstream and Euroclear on the days when those clearing systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States. In addition, because of time zone differences there may be problems with completing transactions involving Clearstream and Euroclear on the same business day as in the United States.

The information in this section concerning DTC s, Clearstream s and Euroclear s book-entry systems have been obtained from sources that we believe to be reliable, but neither we nor the underwriters take any responsibility for the accuracy of this information.

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REMARKETING

Under the terms and subject to the conditions contained in the remarketing agreement, dated as of November 5, 2015, among us and Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, as the remarketing agents, and The Bank of New York Mellon Trust Company, N.A. not individually but solely as purchase contract agent and as attorney-in-fact of the holders of purchase contracts, the remarketing agents have agreed to use their reasonable best efforts to remarket the notes that are included in the Units and any separate notes held by holders that have elected to participate in the remarketing at a public offering price that will result in proceeds sufficient to satisfy the Unit holders obligations to purchase our convertible preferred stock under their purchase contracts, as described above in Use of Proceeds.

In connection with the remarketing, the remarketing agents will reset the interest rate on the notes to % per year effective on the remarketing settlement date.

The remarketing agents have no obligation to purchase any of the notes. The remarketing agreement provides that the remarketing is subject to customary conditions precedent, including the delivery of legal opinions.

The remarketing fee equals % of the principal amount of the notes, which will be paid by the Company. The Company will pay all other fees and expenses of the remarketing agents. Corporate Unit holders and holders of separate notes will not be responsible for the payment of any remarketing fees or expenses in connection with the remarketing. We estimate that our total expenses for this offering, excluding remarketing fees, will be $.

The notes have no established trading market. We have been informed by the remarketing agents that they intend to make a market in the notes, but they are not obligated to do so and may cease market-making at any time without notice. No assurance can be given as to the liquidity of the trading market for the notes.

In order to facilitate the remarketing of the notes, the remarketing agents may engage in transactions that stabilize, maintain or otherwise affect the price of the notes. These transactions consist of bids or purchases for the purpose of pegging, fixing or maintaining the price of the notes. In general, purchases of notes for the purpose of stabilization, as well as other purchases by the remarketing agents for their own accounts, could cause the price of the notes to be higher than it might be in the absence of these purchases. We and the remarketing agents make no representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the notes. In addition, we and the remarketing agents make no representation that the remarketing agents will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

The remarketing agents and their respective affiliates are full-service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The remarketing agents and their respective affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with us. They have received customary fees and commissions for these transactions. Affiliates of the remarketing agents are agents and/or lenders on our U.S. $1,500,000,000 credit facility, dated June 27, 2013 (the Credit Facility), for which they received customary compensation. In particular, Citibank, N.A., serves as administrative agent for the Credit Facility, Citigroup Global Markets Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC, as Lead Arrangers and Book Runners, Bank of America, N.A., as Syndication Agent and Bank of America, N.A., Citibank, N.A., J.P. Morgan Chase Bank, N.A. and Morgan Stanley Bank, N.A., as Lenders.

In addition, in the ordinary course of its business activities, the remarketing agents and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related

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derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The remarketing agents or their respective affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, the remarketing agents and their respective affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. The remarketing agents and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

We have agreed to indemnify the remarketing agents against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the remarketing agents may be required to make because of any of those liabilities.

T+7 Settlement

We expect that delivery of the notes will be made against payment therefor on or about the seventh business day following the date of pricing of the notes (this settlement cycle being referred to as T+7). Accordingly, purchasers who wish to trade the notes on the date of pricing or the next succeeding business day will be required, by virtue of the fact that the notes initially will settle in T+7, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade their notes on the date of pricing or the next succeeding business day should consult their own advisor.

Selling Restrictions

Other than in the United States, no action has been taken by us or the remarketing agents that would permit a public offering of the securities offered by this prospectus supplement in any jurisdiction where action for that purpose is required. The securities offered by this prospectus supplement may not be offered or sold, directly or indirectly, nor may this prospectus supplement or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus supplement comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus supplement. This prospectus supplement does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus supplement in any jurisdiction in which such an offer or a solicitation is unlawful.

Notice to Prospective Investors in the European Economic Area

In relation to each member state of the European Economic Area, no offer of notes which are the subject of the offering has been, or will be made to the public in that Member State, other than under the following exemptions under the Prospectus Directive:

A. to any legal entity which is a qualified investor as defined in the Prospectus Directive;

B. to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the remarketing agents for any such offer; or

C. in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of notes referred to in (a) to (c) above shall result in a requirement for the Company or any remarketing agent to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

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This prospectus supplement has been prepared on the basis that any offer of notes in any Member State will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of notes. Accordingly any person making or intending to make an offer in that Relevant Member State of notes which are the subject of the offering contemplated in this prospectus may only do so in circumstances in which no obligation arises for the Company or any of the remarketing agents to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. Neither the Company nor the remarketing agents have authorized, nor do they authorize, the making of any offer of notes in circumstances in which an obligation arises for the Company or the remarketing agents to publish a prospectus for such offer.

For the purpose of this provision, the expression an offer of notes to the public in relation to any notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC (as amended) and includes any relevant implementing measure in the each Member State.

Notice to Prospective Investors in the United Kingdom

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are qualified investors (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the Order) and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as relevant persons). This document must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document relates is only available to, and will be engaged in with, relevant persons.

Notice to Prospective Investors in Switzerland

This prospectus supplement does not constitute an issue prospectus pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations and the notes will not be listed on the SIX Swiss Exchange. Therefore, this prospectus supplement may not comply with the disclosure standards of the listing rules (including any additional listing rules or prospectus schemes) of the SIX Swiss Exchange. Accordingly, the notes may not be offered to the public in or from Switzerland, but only to a selected and limited circle of investors who do not subscribe to the notes with a view to distribution. Any such investors will be individually approached by the underwriters from time to time.

Notice to Prospective Investors in the Dubai International Financial Centre

This prospectus supplement relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (DFSA). This prospectus supplement is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus supplement nor taken steps to verify the information set forth herein and has no responsibility for the prospectus supplement. The notes to which this prospectus supplement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the notes offered should conduct their own due diligence on the notes. If you do not understand the contents of this prospectus supplement you should consult an authorized financial advisor.

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Notice to Prospective Investors in Canada

The notes may be sold only to purchasers in the provinces of Alberta, British Columbia, New Brunswick, Nova Scotia, Ontario, Prince Edward Island and Quebec purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 (or, in the case of securities issued or guaranteed by the government of a non-Canadian jurisdiction, section 3A.4) of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the remarketing agents are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

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UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the purchase, ownership and disposition of the notes by a Non-U.S. Holder (as defined below). This summary deals only with notes held as capital assets (generally, assets held for investment) by holders that purchase the notes in the remarketing at the remarketing offering price. The tax treatment of a holder may vary depending on the holder s particular situation. This summary does not address all of the tax considerations that may be relevant to holders that may be subject to special tax treatment such as, for example, insurance companies, broker dealers, tax-exempt organizations, regulated investment companies, persons holding notes as part of a straddle, hedge, conversion transaction or other integrated investment, partnerships (or other entities or arrangements classified as partnerships for United States federal income tax purposes) and their partners, controlled foreign corporations, passive foreign investment companies, and certain former citizens and former long-term residents of the United States. In addition, this summary does not address any aspects of the Medicare contribution tax on net investment income, alternative minimum taxes, U.S. federal estate or gift tax considerations, or state, local, or foreign tax laws. This summary is based on the United States federal income tax laws, Treasury regulations, rulings and decisions in effect as of the date hereof, which are subject to change or differing interpretations, possibly on a retroactive basis.

Holders should consult their own tax advisors as to the particular tax consequences to them of purchasing, owning, and disposing of the notes, including the application and effect of United States federal, state, local and foreign tax laws.

For purposes of this summary, a U.S. Holder is a beneficial owner of notes that is, for United States federal income tax purposes (1) an individual who is a citizen or resident of the United States, (2) a corporation, or other entity treated as a corporation for United States federal income tax purposes, created or organized in or under the laws of the United States or any state thereof or the District of Columbia, (3) an estate, the income of which is subject to United States federal income taxation regardless of its source, or (4) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (b) the trust has in effect a valid election to be treated as a domestic trust for United States federal income tax purposes. A beneficial owner of notes that is not a U.S. Holder or a partnership is referred to herein as a Non-U.S. Holder.

If a partnership (including an entity or arrangement classified as a partnership for United States federal income tax purposes) beneficially owns notes, the treatment of a partner in the partnership will depend upon the status of the partner and the activities of the partnership. A holder of notes that is a partnership and partners in such partnership should consult their own tax advisors as to the tax consequences to them of purchasing, owning and disposing of notes.

Classification of the Notes

Generally, characterization of an obligation as indebtedness for U.S. federal income tax purposes is made at the time of the issuance of the obligation. In connection with the issuance of the notes, Skadden, Arps, Slate, Meagher & Flom LLP, our special counsel, delivered an opinion that, under the then existing law, and based on certain representations, facts and assumptions set forth in such opinion, the notes will be classified as indebtedness for United States federal income tax purposes. We agreed, and continue to agree, to treat the notes in the same manner. By purchasing the notes, each holder agrees to treat the notes as indebtedness for United States federal income tax purposes.

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Non-U.S. Holders

United States Federal Withholding Tax

United States federal withholding tax will not apply to any payment to a Non-U.S. Holder of principal or interest on the notes provided that:

- the Non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of our voting stock within the meaning of the Code and the Treasury regulations;
- the Non-U.S. Holder is not a controlled foreign corporation that is related to us through stock ownership; and
- either (a) the Non-U.S. Holder provides its name, address and certain other information on an IRS Form W-8BEN or W-8BEN-E (or a suitable substitute form), and certifies, under penalties of perjury, that it is not a United States person or (b) the Non-U.S. Holder holds its notes through certain foreign intermediaries or certain foreign partnerships and certain certification requirements are satisfied; and
- we or our paying agent (or other withholding agent) do not have actual knowledge or reason to know that the beneficial owner of the note is a U.S. person.

In addition, payments of interest on the notes made to a Non-U.S. Holder will not be subject to U.S. federal withholding tax if the income is effectively connected with such Non-U.S. Holder s trade or business in the United States (and if required under an applicable income tax treaty, is attributable to a United States permanent establishment or fixed base) and such Non-U.S. Holder provides an IRS Form W-8ECI (or other applicable form). If the above criteria are not met, payments of interest on a note will generally be subject to U.S. federal withholding tax at a 30% rate (or a lower applicable treaty rate, provided certain certification requirements are met).

In general, United States federal withholding tax will not apply to any gain or income realized by a Non-U.S. Holder on the sale, exchange or other disposition of the notes.

United States Federal Income Tax

Any gain realized on the disposition by a Non-U.S. Holder of a note will generally not be subject to United States federal income tax unless:

- such gain or income is effectively connected with the Non-U.S. Holder s conduct of a trade or business in the United States (and if required under an applicable income tax treaty, is attributable to a United States permanent establishment or fixed base); or
- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and certain other conditions are met.

If a Non-U.S. Holder is engaged in a trade or business in the United States and any interest or gain recognized on the notes is effectively connected with the conduct of such trade or business (and if required under an applicable income tax treaty, is attributable to a United States permanent establishment or fixed base), such Non-U.S. Holder will be subject to United States federal income tax (but generally not withholding tax) on such interest or gain on a net income basis in the same manner as if such holder were a U.S. Holder. In addition, in certain circumstances, if a Non-U.S. Holder is a foreign corporation it may be subject to a 30% branch profits tax (or, if a tax treaty applies, such lower rate as provided). A Non-U.S. Holder who is subject to United States federal income tax because such Non-U.S. Holder was present in the United for 183 days or more in the taxable year of the disposition will be subject to a flat 30% tax on the gain derived from such disposition, which may be offset by certain United States source capital losses. Any gain recognized with respect to accrued and unpaid interest upon the disposition of a note by such Non-U.S. Holder would be taxed in the same manner as interest described above under United States Federal Withholding Tax .

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Information Reporting and Backup Withholding

Payments of interest made by us or our paying agent on, or the proceeds from the sale or other disposition of, the notes will generally be subject to information reporting and United States federal backup withholding at the rate then in effect if a Non-U.S. Holder receiving such payment fails to comply with applicable United States information reporting or certification requirements. Such requirements are generally satisfied by providing a properly executed IRS Form W-8BEN or W-8BEN-E (or appropriate substitute form) described above. Any amount withheld under the backup withholding rules is allowable as a credit against the Non-U.S. Holder s United States federal income tax liability, provided that the required information is timely furnished to the IRS.

Additional Withholding Requirements under the Foreign Account Tax Compliance Act

Withholding at a rate of 30% will generally be required in certain circumstances on interest payable on and, after December 31, 2018, gross proceeds from the disposition of the notes held by or through certain financial institutions (including investment funds), unless such institution (i) enters into, and complies with, an agreement with the IRS to report, on an annual basis, information with respect to interests in, and accounts maintained by, the institution that are owned by certain U.S. persons or by certain non-U.S. entities that are wholly or partially owned by U.S. persons and to withhold on certain payments, (ii) if required under an intergovernmental agreement between the United States and an applicable foreign country, reports such information to its local tax authority, which will exchange such information with the U.S. authorities, or (iii) otherwise qualifies for an exemption. An intergovernmental agreement between the United States and applicable foreign country may modify these requirements. Accordingly, the entity through which the notes are held will affect the determination of whether such withholding is required. Similarly, interest payable on and, after December 31, 2018, gross proceeds from the disposition of the notes held by an investor that is a non-financial non-U.S. entity that does not qualify under certain exemptions will generally be subject to withholding at a rate of 30%, unless such entity either (i) certifies that such entity does not have any substantial United States owners or (ii) provides certain information regarding the entity s substantial United States owners, which we will in turn provide to the United States Department of the Treasury. Prospective investors should consult their own tax advisors regarding the possible implications of these rules on an investment in the notes.

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LEGAL MATTERS

Donald J. Riccitelli, Corporate Counsel of Stanley Black & Decker, Inc. and Skadden, Arps, Slate, Meagher & Flom LLP, New York, New York are representing us in connection with this remarketing. The remarketing agents are being represented by Davis Polk & Wardwell LLP, New York, New York. Mr. Riccitelli beneficially owns and has rights to acquire less than one percent of our common stock.

EXPERTS

The consolidated financial statements of the Company as of January 3, 2015 and December 28, 2013 and for each of the three years in the period ended January 3, 2015 appearing in the Company s Current Report (Form 8-K) dated October 2, 2015 (including the schedule appearing therein), and the effectiveness of the Company s internal control over financial reporting as of January 3, 2015 appearing in the Company s Annual Report (Form 10-K) for the year ended January 3, 2015 filed with the Securities and Exchange Commission on February 19, 2015, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in its reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements and schedule are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

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Prospectus

Stanley Black & Decker, Inc.

Common Stock

Preferred Stock

Debt Securities

Warrants

Depositary Shares

Stock Purchase Contracts

and

Stock Purchase Units

We may offer, issue and sell, together or separately:

shares of our common stock;

shares of our preferred stock;

debt securities, which may be senior debt securities or subordinated debt securities;

warrants to purchase our debt securities, shares of our common stock or shares of our preferred stock;

depositary shares representing an interest in our preferred stock;

stock purchase contracts to purchase shares of our common stock or other securities; and

stock purchase units, each representing ownership of a stock purchase contract and debt securities, preferred securities or debt obligations of third-parties, including U.S. treasury securities or any combination of the foregoing, securing the holder s obligation to purchase our common stock or other securities under the stock purchase contracts.

We will provide the specific prices and terms of these securities in one or more supplements to this prospectus at the time of offering. You should read this prospectus and the accompanying prospectus supplement carefully before you make your investment decision.

This prospectus may not be used to sell securities unless accompanied by a prospectus supplement.

Investing in our securities involves a number of risks. See Risk Factors on page 7 before you make your investment decision.

We may offer securities through underwriting syndicates managed or co-managed by one or more underwriters or dealers, through agents or directly to purchasers. If required, the prospectus supplement for each offering of securities will describe the plan of distribution for that offering. For general information about the distribution of securities offered, please see Plan of Distribution in this prospectus.

Our common stock is listed on the New York Stock Exchange under the trading symbol SWK.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus or the accompanying prospectus supplement is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is October 19, 2015

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ABOUT THIS PROSPECTUS

This prospectus is part of an automatic shelf registration statement that we filed with the Securities and Exchange Commission (the SEC) as a well-known seasoned issuer as defined in Rule 405 under the Securities Act of 1933, as amended (the Securities Act), using a shelf registration process. Under this process, we may sell: common stock; preferred stock; debt securities; warrants to purchase debt securities, common stock or preferred stock; depositary shares; or stock purchase contracts and stock purchase units. This prospectus only provides you with a general description of the securities that we may offer. Each time we sell securities, we will provide a supplement to this prospectus that contains specific information about the terms of the securities. The prospectus supplement may also add, update or change information contained in this prospectus. You should carefully read both this prospectus and the accompanying prospectus supplement and any free writing prospectus prepared by or on behalf of us, together with the additional information described under the heading Where You Can Find More Information.

We have not authorized anyone to provide you with any information other than that contained in or incorporated by reference into this prospectus, the accompanying prospectus supplement or a free writing prospectus prepared by or on behalf of us. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not making offers to sell the securities in any jurisdiction in which an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make an offer or solicitation.

The information in this prospectus is accurate as of the date on the front cover. You should not assume that the information contained in this prospectus is accurate as of any other date.

When used in this prospectus, the terms Stanley Black & Decker, Inc., the Company, we, our and us refer to Sta Black & Decker, Inc. and its consolidated subsidiaries, unless otherwise specified or the context otherwise requires.

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Securities Exchange Act of 1934, as amended and the rules promulgated thereunder (the Exchange Act). Our SEC filings are available to the public at the SEC s website at www.sec.gov. You may read and copy all or any portion of this information at the Public Reference Section of the SEC, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information about the public reference rooms. We maintain a website at www.stanleyblackanddecker.com. The information on our web site is not incorporated by reference in this prospectus or any prospectus supplement, and you should not consider it a part of this prospectus or any accompanying prospectus supplement.

You can also inspect reports, proxy statements and other information about Stanley Black & Decker, Inc. at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The SEC allows us to incorporate by reference information into this prospectus and any accompanying prospectus supplement, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus and any accompanying prospectus supplement, except for any information superseded by information contained directly in this prospectus, any accompanying prospectus supplement, any subsequently filed document deemed incorporated by reference or a free writing prospectus prepared by or on behalf of us. This prospectus and any accompanying prospectus supplement incorporates by reference the documents set forth below that Stanley Black & Decker, Inc. has previously filed with the SEC (other than information deemed furnished and not filed in accordance with SEC rules, including Items 2.02 and 7.01 of Form 8-K). These documents contain important information about Stanley Black & Decker, Inc. and its finances.

Annual Report on Form 10-K for the fiscal year ended January 3, 2015;

The information specifically incorporated by reference into our Annual Report on Form 10-K for the fiscal year ended January 3, 2015 from our definitive proxy statement on Schedule 14A filed with the SEC on March 6, 2015;

Quarterly Reports on Form 10-Q for the quarters ended April 4, 2015 and July 4, 2015;

Current Reports on Form 8-K filed with the SEC on April 21, 2015, October 5, 2015 and October 16, 2015, and Current Report on Form 8-K/A filed with the SEC on February 20, 2015;

The description of our common stock contained in our Registration Statement on Form 8-A/A, filed with the SEC on March 12, 2010, and any amendment or report filed for the purpose of updating such description;

The description of the depositary preferred stock purchase rights associated with our common stock contained in our Registration Statement on Form 8-A/A, filed with the SEC on July 23, 2004, and any

amendment or report filed for the purpose of updating such descriptions; and

Our definitive proxy statement filed with the SEC on March 6, 2015.

All documents filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and any accompanying prospectus supplement and before the termination of the offering shall also be deemed to be incorporated herein by reference. We are not, however, incorporating by reference any documents or portions thereof, whether specifically listed above or filed in the future, that are not deemed filed with the SEC, including our compensation committee report and performance graph or any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K or certain exhibits furnished pursuant to Item 9.01 of Form 8-K.

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To obtain a copy of these filings at no cost, you may write or telephone us at the following address:

Stanley Black & Decker, Inc.

1000 Stanley Drive

New Britain, Connecticut 06053

Attention: Treasurer

(860) 225-5111

If requested, we will provide to each person, including any beneficial owner, to whom a prospectus is delivered, a copy of any or all of the information that has been incorporated by reference in the prospectus but not delivered with the prospectus. Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference into such documents.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and any accompanying prospectus supplement and any documents incorporated by reference contain or incorporate statements that are forward-looking within the meaning of the Private Securities Litigation Reform Act of 1995.

Those statements include trend analyses and other information relative to markets for our products and trends in our operations or financial results as well as other statements that can be identified by the use of forward-looking language such as may, should, believes, expects, anticipates, plans, estimates, intends, projects, goals, obj similar expressions. Our actual results, performance or achievements could be materially different from the results expressed in, or implied by, those forward-looking statements. Those statements are subject to risks and uncertainties, including but not limited to the risks described in this prospectus, any accompanying prospectus supplement and any documents incorporated by reference. When considering those forward-looking statements, you should keep in mind the risks, uncertainties and other cautionary statements made in this prospectus, any accompanying prospectus supplement and the documents incorporated by reference.

A variety of factors could cause our actual results to differ materially from the expected results expressed in our forward-looking statements, including those factors set forth in this prospectus, any accompanying prospectus supplement or the documents incorporated by reference, including the Risk Factors, Business and Management s Discussion and Analysis of Financial Condition and Results of Operations sections of our reports and other documents filed with the SEC. Factors that may cause our actual results to differ materially from those we contemplate by the forward-looking statements include, among others, the following possibilities:

- inability to maintain and improve the overall profitability of our operations;
- inability to identify and effectively execute productivity improvements and cost reductions, while minimizing any associated restructuring charges;
- inability to limit the impact of steel and other commodity and material price inflation through price increases and other measures;
- inability to capitalize on future acquisition opportunities (including any anticipated cost savings or other synergies) and fund other initiatives;
- inability to invest in routine business needs;
- inability to continue improvements in working capital;
- failure to identify, complete and integrate acquisitions, or to integrate existing businesses, while limiting or otherwise managing associated costs or liabilities;

inability to limit restructuring and other payments associated with recent acquisitions;

inability to minimize or otherwise manage costs or liabilities associated with any sale or discontinuance of a business or product line, including any asset impairment, severance, restructuring, legal or other costs or liabilities;

the extent to which we have to write off accounts receivable or assets or experience supply chain disruptions in connection with bankruptcy filings by our customers or suppliers;

inability to generate free cash flow and maintain a strong debt to capital ratio, including focusing on reduction of debt as determined by management;

inability to successfully settle routine tax audits;

inability to generate earnings sufficient to realize future income tax benefits during periods when temporary differences become deductible;

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discontinued acceptance of technologies used in our products and services;

failure of our efforts to build upon our growth platforms and market leadership in Convergent Security Solutions;

inability to manage existing Sonitrol and Mac Tools franchisees and distributor relationships;

inability to access to credit markets on favorable terms, and the maintenance by us of an investment grade credit rating;

inability to negotiate satisfactory payment terms for the purchase and sale of goods, material and products;

inability to sustain the success of our marketing and sales efforts, including our ability to recruit and retain an adequate sales force and to maintain our customer base;

inability of the sales force to adapt to any changes made in the sales organization and achieve adequate customer coverage;

inability to develop and introduce new and high quality products and at the right price points, grow sales in existing markets, identify and develop new markets for our products and maintain and build the strength of our brands;

loss of significant volumes of sales from our larger customers;

inability to maintain or improve current production rates in our manufacturing facilities, to respond to significant changes in product demand, or to fulfill demand for new and existing products;

inability to implement, manage and maintain our operating systems effectively;

inability to continue successfully managing and defending claims and litigation;

pricing pressure and other changes within competitive markets;

increasing competition;

continued consolidation of customers, particularly in consumer channels;

inventory management pressures on our customers;

changes in laws, regulations and policies that affect us, including, but not limited to trade, monetary, tax and fiscal policies and laws;

risks relating to environmental matters, including changes in the estimated costs to remediate historical contamination and resolve related litigation;

risks arising out of changes in environmental laws or other requirements (or their interpretation or enforcement), including such laws or other requirements that may affect the content or production of our products;

the final geographic distribution of future earnings and the effect of currency exchange fluctuations and impact of dollar/foreign currency exchange, taxes and interest rates on the competitiveness of products, our debt program and our cash flow;