UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15 (d) of the
Securities Exchange Act of 1934

For the quarterly period ended **September 30, 2011**

Commission File Number: 001-09249

GRACO INC.
(Exact name of registrant as specified in its charter)

Minnesota	41-0285640
(State of incorporation)	(I.R.S. Employer Identification Number)
88 - 11th Avenue N.E. Minneapolis, Minnesota	55413
(Address of principal executive offices)	(Zip Code)

(612) 623-6000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days.

Yes X No ____

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or such shorter period that the registrant was required to submit and post such files).

Yes X No ____

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	X	Accelerated Filer	
Non-accelerated Filer		Smaller reporting company	

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ____ No X

59,685,000 shares of the Registrant's Common Stock, $1.00 par value, were outstanding as of October 19, 2011.

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PART I

Item 1.

GRACO INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EARNINGS
(Unaudited)
(In thousands except per share amounts)

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Net Sales	$ 227,347	$ 189,963	$ 679,689	$ 546,772
Cost of products sold	100,998	85,405	296,497	250,999
Gross Profit	126,349	104,558	383,192	295,773
Product development	10,423	9,263	30,708	28,209
Selling, marketing and distribution	36,673	33,280	113,738	95,087
General and administrative	22,451	18,592	66,620	57,139
Operating Earnings	56,802	43,423	172,126	115,338
Interest expense	3,125	1,038	5,473	3,159
Other expense, net	325	254	649	147
Earnings Before Income Taxes	53,352	42,131	166,004	112,032
Income taxes	16,800	11,700	54,100	36,200
Net Earnings	$ 36,552	$ 30,431	$ 111,904	$ 75,832
Basic Net Earnings per Common Share	$ 0.60	$ 0.51	$ 1.85	$ 1.26
Diluted Net Earnings per Common Share	$ 0.60	$ 0.50	$ 1.82	$ 1.25
Cash Dividends Declared per Common Share	$ 0.21	$ 0.20	$ 0.63	$ 0.60

See notes to consolidated financial statements.

GRACO INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Unaudited)
(In thousands)

	Sep 30, 2011	Dec 31, 2010
ASSETS		
Current Assets		
Cash and cash equivalents	$ 274,832	$ 9,591
Accounts receivable, less allowances of $5,400 and $5,600	156,430	124,593
Inventories	111,727	91,620
Deferred income taxes	18,904	18,647
Other current assets	3,305	7,957
Total current assets	565,198	252,408
Property, Plant and Equipment		
Cost	351,974	344,854
Accumulated depreciation	(217,549)	(210,669)
Property, plant and equipment, net	134,425	134,185
Goodwill	93,400	91,740
Other Intangible Assets, net	20,646	28,338
Deferred Income Taxes	15,230	14,696
Other Assets	10,710	9,107
Total Assets	$ 839,609	$ 530,474
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities		
Notes payable to banks	$ 8,088	$ 8,183
Trade accounts payable	29,889	19,669
Salaries and incentives	29,280	34,907
Dividends payable	12,608	12,610
Other current liabilities	48,618	44,385
Total current liabilities	128,483	119,754
Long-term Debt	300,000	70,255
Retirement Benefits and Deferred Compensation	77,564	76,351
Shareholders' Equity		
Common stock	59,811	60,048
Additional paid-in-capital	238,537	212,073
Retained earnings	84,648	44,436
Accumulated other comprehensive income (loss)	(49,434)	(52,443)
Total shareholders' equity	333,562	264,114
Total Liabilities and Shareholders' Equity	$ 839,609	$ 530,474

See notes to consolidated financial statements.

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GRACO INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited) (In thousands)

	Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010
Cash Flows From Operating Activities		
Net Earnings	$ 111,904	$ 75,832
Adjustments to reconcile net earnings to net cash provided by operating activities		
Depreciation and amortization	26,308	25,496
Deferred income taxes	(2,494)	(3,848)
Share-based compensation	8,821	7,339
Excess tax benefit related to share-based payment arrangements	(1,800)	(1,000)
Change in		
Accounts receivable	(31,852)	(34,845)
Inventories	(19,790)	(26,740)
Trade accounts payable	7,085	6,892
Salaries and incentives	(6,420)	14,637
Retirement benefits and deferred compensation	5,400	(2,810)
Other accrued liabilities	6,327	(258)
Other	5,281	1,744
Net cash provided by operating activities	108,770	62,439
Cash Flows From Investing Activities		
Property, plant and equipment additions	(17,334)	(9,416)
Proceeds from sale of property, plant and equipment	211	180
Acquisition of business	(2,139)	-
Investment in life insurance	(1,499)	(1,499)
Capitalized software and other intangible asset additions	(534)	(342)
Net cash used in investing activities	(21,295)	(11,077)
Cash Flows From Financing Activities		
Borrowings on short-term lines of credit	15,550	8,358
Payments on short-term lines of credit	(15,737)	(8,692)
Borrowings on long-term notes and line of credit	402,175	92,795
Payments on long-term line of credit	(172,430)	(89,055)
Payments of debt issuance costs	(1,131)	-
Excess tax benefit related to share-based payment arrangements	1,800	1,000
Common stock issued	20,563	9,667
Common stock repurchased	(35,250)	(24,218)
Cash dividends paid	(38,116)	(36,171)
Net cash provided by (used in) financing activities	177,424	(46,316)
Effect of exchange rate changes on cash	342	(792)
Net increase (decrease) in cash and cash equivalents	265,241	4,254
Cash and cash equivalents		
Beginning of year	9,591	5,412
End of period	$ 274,832	$ 9,666

See notes to consolidated financial statements.

GRACO INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. The consolidated balance sheet of Graco Inc. and Subsidiaries (the Company) as of September 30, 2011 and the related statements of earnings for the thirteen and thirty-nine weeks ended September 30, 2011 and September 24, 2010, and cash flows for the thirty-nine weeks ended September 30, 2011 and September 24, 2010 have been prepared by the Company and have not been audited.

   In the opinion of management, these consolidated financial statements reflect all adjustments (consisting of only normal recurring adjustments) necessary to present fairly the financial position of Graco Inc. and Subsidiaries as of September 30, 2011, and the results of operations and cash flows for all periods presented.

   In the fourth quarter of 2010, the Company changed its cash flow presentation of notes payable activity, for all periods presented, to separately disclose borrowings and payments. The Company also changed the cash flow presentation of activity on the swingline portion of its long-term revolving credit arrangement by changing the method it uses to accumulate borrowing and payment amounts. In prior periods, such activity was disclosed on a net basis. The effect of this change was to increase both borrowings and payments on long-term line of credit by $83 million in the first nine months of 2010. These changes had no impact on net cash used in financing activities.

   Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted. Therefore, these statements should be read in conjunction with the financial statements and notes thereto included in the Company's 2010 Annual Report on Form 10-K.

   The results of operations for interim periods are not necessarily indicative of results that will be realized for the full fiscal year.

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2. The following table sets forth the computation of basic and diluted earnings per share (in thousands, except per share amounts):

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Net earnings available to common shareholders	$ 36,552	$ 30,431	$ 111,904	$ 75,832
Weighted average shares outstanding for basic earnings per share	60,430	60,107	60,474	60,304
Dilutive effect of stock options computed using the treasury stock method and the average market price	985	517	1,141	536
Weighted average shares outstanding for diluted earnings per share	61,415	60,624	61,615	60,840
Basic earnings per share	$ 0.60	$ 0.51	$ 1.85	$ 1.26
Diluted earnings per share	$ 0.60	$ 0.50	$ 1.82	$ 1.25

Stock options to purchase 1,161,000 and 2,965,000 shares were not included in the 2011 and 2010 computations of diluted earnings per share, respectively, because they would have been anti-dilutive.

3. Information on option shares outstanding and option activity for the thirty-nine weeks ended September 30, 2011 is shown below (in thousands, except per share amounts):

	Option Shares	Weighted Average Exercise Price	Options Exercisable	Weighted Average Exercise Price
Outstanding, December 31, 2010	5,509	$ 30.42	2,980	$ 31.99
Granted	569	43.15		
Exercised	(479)	26.91		
Canceled	(39)	35.50		
Outstanding, September 30, 2011	5,560	$ 31.99	3,284	$ 32.03

The Company recognized year-to-date share-based compensation of $8.8 million in 2011 and $7.3 million in 2010. As of September 30, 2011, there was $9.7 million of unrecognized compensation cost related to unvested options, expected to be recognized over a weighted average period of 2.1 years.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted average assumptions and results:

	Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010
Expected life in years	6.5	6.0
Interest rate	2.8 %	2.7 %
Volatility	33.7 %	34.0 %
Dividend yield	2.0 %	3.0 %
Weighted average fair value per share	$ 13.35	$ 7.38

Under the Company's Employee Stock Purchase Plan, the Company issued 313,000 shares in 2011 and 436,000 shares in 2010. The fair value of the employees' purchase rights under this Plan was estimated on the date of grant. The benefit of the 15 percent discount from the lesser of the fair market value per common share on the first day and the last day of the plan year was added to the fair value of the employees' purchase rights determined using the Black-Scholes option-pricing model with the following assumptions and results:

	Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010
Expected life in years	1.0	1.0
Interest rate	0.3 %	0.3 %
Volatility	27.8 %	42.8 %
Dividend yield	2.1 %	2.9 %
Weighted average fair value per share	$ 10.05	$ 8.48

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4. The components of net periodic benefit cost for retirement benefit plans were as follows (in thousands):

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Pension Benefits				
Service cost	$ 865	$ 1,038	$ 3,330	$ 3,173
Interest cost	3,076	3,160	9,816	9,575
Expected return on assets	(3,852)	(3,564)	(11,852)	(10,364)
Amortization and other	1,524	1,547	4,470	4,599
Net periodic benefit cost	$ 1,613	$ 2,181	$ 5,764	$ 6,983
Postretirement Medical				
Service cost	$ 202	$ 138	$ 452	$ 413
Interest cost	264	310	914	930
Amortization	(68)	(50)	(68)	(145)
Net periodic benefit cost	$ 398	$ 398	$ 1,298	$ 1,198

The Company paid $1.5 million in July 2011 and $1.5 million in June 2010 for contracts insuring the lives of certain employees who are eligible to participate in certain non-qualified pension and deferred compensation plans. These insurance contracts will be used to fund the non-qualified pension and deferred compensation arrangements. The insurance contracts are held in a trust and are available to general creditors in the event of the Company's insolvency. Cash surrender value of $7.3 million and $6.2 million is included in other assets in the consolidated balance sheets as of September 30, 2011 and December 31, 2010, respectively.

5. Total comprehensive income was as follows (in thousands):

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Net earnings	$ 36,552	$ 30,431	$ 111,904	$ 75,832
Pension and postretirement medical liability adjustment	1,525	1,507	4,317	4,466
Gain on interest rate hedge contracts	-	763	454	2,401
Income taxes	(559)	(841)	(1,762)	(2,542)
Comprehensive income	$ 37,518	$ 31,860	$ 114,913	$ 80,157

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Components of accumulated other comprehensive income (loss) were (in thousands):

	Sep 30, 2011	Dec 31, 2010
Pension and postretirement medical liability adjustment	$ (48,611)	$ (51,334)
Gain (loss) on interest rate hedge contracts	-	(286)
Cumulative translation adjustment	(823)	(823)
Total	$ (49,434)	$ (52,443)

6. The Company has three reportable segments: Industrial, Contractor and Lubrication. Sales and operating earnings by segment for the thirteen and thirty-nine weeks ended September 30, 2011 and September 24, 2010 were as follows (in thousands):

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Net Sales				
Industrial	$ 124,502	$ 99,236	$ 376,636	$ 296,489
Contractor	77,757	70,362	228,664	194,941
Lubrication	25,088	20,365	74,389	55,342
Total	$ 227,347	$ 189,963	$ 679,689	$ 546,772
Operating Earnings				
Industrial	$ 42,632	$ 31,195	$ 132,996	$ 91,234
Contractor	16,700	13,753	44,239	31,839
Lubrication	4,380	2,751	13,652	6,326
Unallocated corporate (expense)	(6,910)	(4,276)	(18,761)	(14,061)
Total	$ 56,802	$ 43,423	$ 172,126	$ 115,338

Unallocated corporate in 2011 includes $3 million of expense for the quarter and $6 million year-to-date related to the pending acquisition of ITW's finishing businesses.

Assets by segment were as follows (in thousands):

	Sep 30, 2011	Dec 31, 2010
Industrial	$ 300,124	$ 270,160
Contractor	158,158	134,938
Lubrication	88,528	81,746
Unallocated corporate	292,799	43,630
Total	$ 839,609	$ 530,474

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7. Major components of inventories were as follows (in thousands):

	Sep 30, 2011	Dec 31, 2010
Finished products and components	$ 57,701	$ 48,670
Products and components in various stages of completion	38,269	31,275
Raw materials and purchased components	54,378	46,693
	150,348	126,638
Reduction to LIFO cost	(38,621)	(35,018)
Total	$ 111,727	$ 91,620

8. Information related to other intangible assets follows (dollars in thousands):

	Estimated Life (years)	Original Cost	Accumulated Amortization	Foreign Currency Translation	Book Value
September 30, 2011					
Customer relationships	2 - 8	$ 40,925	$ (29,252)	$ (181)	$ 11,492
Patents, proprietary technology and product documentation	3 - 10	14,668	(10,090)	(87)	4,491
Trademarks, trade names and other	2 - 3	6,140	(4,657)	-	1,483
		61,733	(43,999)	(268)	17,466
Not Subject to Amortization:					
Brand names		3,180	-	-	3,180
Total		$ 64,913	$ (43,999)	$ (268)	$ 20,646
December 31, 2010					
Customer relationships	3 - 8	$ 41,075	$ (24,840)	$ (181)	$ 16,054
Patents, proprietary technology and product documentation	3 - 10	19,902	(13,956)	(87)	5,859
Trademarks, trade names and other	3 - 10	8,154	(4,909)	-	3,245
		69,131	(43,705)	(268)	25,158
Not Subject to Amortization:					
Brand names		3,180	-	-	3,180
Total		$ 72,311	$ (43,705)	$ (268)	$ 28,338

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Amortization of intangibles was $2.6 million in the third quarter of 2011 and $8.4 million year-to-date. Estimated annual amortization expense is as follows: $10.9 million in 2011, $9.0 million in 2012, $4.3 million in 2013, $0.9 million in 2014, $0.5 million in 2015 and $0.2 million thereafter.

9. Components of other current liabilities were (in thousands):

	Sep 30, 2011	Dec 31, 2010
Accrued self-insurance retentions	$ 6,634	$ 6,675
Accrued warranty and service liabilities	6,753	6,862
Accrued trade promotions	4,771	5,947
Payable for employee stock purchases	4,904	5,655
Income taxes payable	3,168	733
Other	22,388	18,513
Total other current liabilities	$ 48,618	$ 44,385

A liability is established for estimated future warranty and service claims that relate to current and prior period sales. The Company estimates warranty costs based on historical claim experience and other factors including evaluating specific product warranty issues. Following is a summary of activity in accrued warranty and service liabilities (in thousands):

	Thirty-nine Weeks Ended Sep 30, 2011	Year Ended Dec 31, 2010
Balance, beginning of year	$ 6,862	$ 7,437
Charged to expense	3,641	3,484
Margin on parts sales reversed	2,168	3,412
Reductions for claims settled	(5,918)	(7,471)
Balance, end of period	$ 6,753	$ 6,862

10. The Company accounts for all derivatives, including those embedded in other contracts, as either assets or liabilities and measures those financial instruments at fair value. The accounting for changes in the fair value of derivatives depends on their intended use and designation.

As part of its risk management program, the Company may periodically use forward exchange contracts and interest rate swaps to manage known market exposures. Terms of derivative instruments are structured to match the terms of the risk being managed and are generally held to maturity. The Company does not hold or issue derivative financial instruments for trading purposes. All other contracts that contain provisions meeting the definition of a derivative also meet the requirements of, and have been designated as, normal purchases or sales. The Company's policy is to not enter into contracts with terms that cannot be designated as normal purchases or sales.

The Company periodically evaluates its monetary asset and liability positions denominated in foreign currencies. The Company enters into forward contracts or options, or borrows in various currencies, in order to hedge its net monetary positions. These instruments are recorded at current market values and the gains and losses are included in other expense (income), net. The notional amount of contracts outstanding as of September 30, 2011, totaled $21 million. The Company believes it uses strong financial counterparts in these transactions and that the resulting credit risk under these hedging strategies is not significant.

The Company uses significant other observable inputs to value the derivative instruments used to hedge interest rate volatility and net monetary positions, including reference to market prices and financial models that incorporate relevant market assumptions. The fair market value and balance sheet classification of such instruments follows (in thousands):

	Balance Sheet Classification	Sep 30, 2011	Dec 31, 2010
Gain (loss) on interest rate hedge contracts	Other current liabilities	$ -	$ (454)
Gain (loss) on foreign currency forward contracts			
Gains		$ 989	$ 92
Losses		(26)	(284)
Net	Accounts receivable	$ 963	
	Other current liabilities		$ (192)

11. In March 2011, the Company entered into a note agreement and sold $150 million of unsecured notes (series A and B) in a private placement. In July 2011, the Company sold an additional $150 million in unsecured notes (series C and D). Proceeds were used to repay revolving line of credit borrowings and invested in cash and cash equivalents, mostly money market funds (carried at cost, which approximates market value).

Interest rates and maturity dates on the four series of notes are as follows (dollars in millions):

Series	Amount	Rate	Maturity
A	$ 75	4.00 %	March 2018
B	$ 75	5.01 %	March 2023
C	$ 75	4.88 %	January 2020
D	$ 75	5.35 %	July 2026

The notes have a carrying amount of $300 million and an estimated fair value of $320 million as of September 30, 2011. Estimated fair value is based on the present value of future cash flows and rates that would be available for issuance of debt with similar terms and remaining maturities.

The note agreement requires the Company to maintain certain financial ratios as to cash flow leverage and interest coverage. The Company is in compliance with all financial covenants of its debt agreements.

12. In April 2011, the Company entered into a definitive agreement to purchase the finishing businesses of Illinois Tool Works Inc. (ITW) in a $650 million cash transaction. Closing on the purchase is subject to regulatory reviews and other customary closing conditions. The Company is cooperating with the Federal Trade Commission to obtain clearance to close on the transaction. The Company plans to finance the acquisition through a new committed $450 million revolving credit facility that will be funded upon closing of the purchase, and funds available under the long-term notes referenced above.

Also in April 2011, the Company acquired the assets and assumed certain liabilities of Eccentric Pumps, LLC (“Eccentric”) for approximately $2.1 million cash. Eccentric was engaged in the business of designing and selling peristaltic hose pumps for metering, dosing and transferring fluids. The Company expects to employ the Eccentric assets to expand and complement its Industrial segment business. The purchase price was allocated based on estimated fair values, including $1.7 million of goodwill and $0.7 million of other identifiable intangible assets.

Item 2. GRACO INC. AND SUBSIDIARIES

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

The Company designs, manufactures and markets systems and equipment to move, measure, control, dispense and spray fluid materials. Management classifies the Company's business into three reportable segments: Industrial, Contractor and Lubrication. Key strategies include developing and marketing new products, expanding distribution globally, opening new markets with technology and channel expansion and completing strategic acquisitions.

The following Management's Discussion and Analysis reviews significant factors affecting the Company's results of operations and financial condition. This discussion should be read in conjunction with the financial statements and the accompanying notes to the financial statements.

Results of Operations

Net sales, net earnings and earnings per share were as follows (in millions except per share amounts and percentages):

	Thirteen Weeks Ended			Thirty-nine Weeks Ended		
	Sep 30, 2011	Sep 24, 2010	% Change	Sep 30, 2011	Sep 24, 2010	% Change
Net Sales	$ 227.3	$ 190.0	20%	$ 679.7	$ 546.8	24%
Net Earnings	$ 36.6	$ 30.4	20%	$ 111.9	$ 75.8	48%
Diluted Net Earnings per Common Share	$ 0.60	$ 0.50	20%	$ 1.82	$ 1.25	46%

All segments and geographic regions had revenue growth over last year for the quarter and year-to-date. Volume increases continued to drive improvement in net earnings. Changes in translation rates increased net earnings for the quarter by approximately $3 million and increased year-to-date earnings by approximately $7 million.

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Consolidated Results

Sales by geographic area were as follows (in millions):

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Americas[1]	$ 122.8	$ 108.7	$ 364.1	$ 305.6
Europe[2]	51.1	43.4	162.4	129.2
Asia Pacific	53.4	37.9	153.2	112.0
Consolidated	$ 227.3	$ 190.0	$ 679.7	$ 546.8

[1] North and South America, including the U.S.
[2] Europe, Africa and Middle East

Sales for the quarter increased 20 percent (16 percent at consistent translation rates), including increases of 13 percent in the Americas, 18 percent in Europe (10 percent at consistent translation rates) and 41 percent in Asia Pacific (34 percent at consistent translation rates). Year-to-date sales increased 24 percent (21 percent at consistent translation rates), with increases of 19 percent in the Americas, 26 percent in Europe (19 percent at consistent translation rates) and 37 percent in Asia Pacific (31 percent at consistent translation rates).

Gross profit margin, expressed as a percentage of sales, was 56 percent for both the quarter and year-to-date, up 1/2 percentage point from the third quarter last year and 2 percentage points higher than last year-to-date. The favorable effects of translation and higher volume were partially offset by higher material costs for both the quarter and the year-to-date.

Total operating expenses increased $8 million for the quarter and $31 million year-to-date. Selling, marketing and distribution expenses were $3 million higher for the quarter and were up $19 million year-to-date. The increases came from translation, headcount increases (mostly in Asia Pacific) and higher marketing and promotion expenses (mainly in Contractor segment in the first half of the year). General and administrative expense for the quarter and year-to-date increased $4 million and $9 million, respectively, including $3 million for the quarter and $6 million year-to-date, related to the pending acquisition of ITW’s finishing businesses.

The effective income tax rate of 32 percent for the quarter is higher than the 28 percent rate for third quarter last year. Last year’s lower rate reflected the favorable effects of tax law rulings and expiring statutes of limitations. The effective rate of 33 percent for the year-to-date is consistent with the rate for the comparable period last year.

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Segment Results

Certain measurements of segment operations compared to last year are summarized below:

Industrial

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Net sales (in millions)				
Americas	$ 53.8	$ 46.7	$ 162.6	$ 134.1
Europe	33.1	25.6	103.6	80.6
Asia Pacific	37.6	26.9	110.4	81.8
Total	$ 124.5	$ 99.2	$ 376.6	$ 296.5
Operating earnings as a percentage of net sales	34 %	31 %	35 %	31 %

Industrial segment sales for the quarter increased 15 percent in the Americas, 29 percent in Europe (21 percent at consistent translation rates) and 40 percent in Asia Pacific (34 percent at consistent translation rates). Year-to-date sales increased 21 percent in the Americas, 29 percent in Europe (22 percent at consistent translation rates) and 35 percent in Asia Pacific (30 percent at consistent translation rates).

Higher volume, expense leverage and currency translation contributed to the improvement in operating earnings as a percentage of sales.

Contractor

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Net sales (in millions)				
Americas	$ 51.2	$ 46.8	$ 148.6	$ 130.2
Europe	16.0	16.2	52.3	44.1
Asia Pacific	10.6	7.4	27.8	20.6
Total	$ 77.8	$ 70.4	$ 228.7	$ 194.9
Operating earnings as a percentage of net sales	21 %	20 %	19 %	16 %

Contractor segment sales for the quarter increased 10 percent in the Americas and 43 percent in Asia Pacific (34 percent at consistent translation rates). Sales were down 2 percent in Europe (down 9 percent at consistent translation rates) compared to the third quarter of 2010, which included substantial stocking shipments of new products. Year-to-date sales increased 14 percent in the Americas, 19 percent in Europe (12 percent at consistent translation rates) and 35 percent in Asia Pacific (26 percent at consistent translation rates).

Higher volume, expense leverage and currency translation contributed to the improvement in operating earnings as a percentage of sales. Increased marketing, including product launch and promotion expenses in the first half of the year, moderated the improvement in 2011.

Lubrication

	Thirteen Weeks Ended		Thirty-nine Weeks Ended	
	Sep 30, 2011	Sep 24, 2010	Sep 30, 2011	Sep 24, 2010
Net sales (in millions)				
Americas	$ 17.8	$ 15.2	$ 52.8	$ 41.2
Europe	2.1	1.6	6.6	4.5
Asia Pacific	5.2	3.6	15.0	9.6
Total	$ 25.1	$ 20.4	$ 74.4	$ 55.3
Operating earnings as a percentage of net sales	17 %	14 %	18 %	11 %

Lubrication segment sales for the quarter increased 17 percent in the Americas, 29 percent in Europe and 46 percent in Asia Pacific. Year-to-date sales increased 28 percent in the Americas, 46 percent in Europe and 56 percent in Asia Pacific.

Higher volume, expense leverage and currency translation contributed to the improvement in operating earnings as a percentage of sales. Increasing material and production costs moderated the improvement in the third quarter.

Liquidity and Capital Resources

Net cash provided by operating activities was $109 million in 2011 and $62 million in 2010.

Since the end of 2010, inventories increased by $20 million to meet higher demand, and accounts receivable increased by $32 million due to higher sales levels. The increases in inventories and receivables occurred in the first half of the year, with balances leveling off in the third quarter. The Company purchased and retired $38 million of Company common stock in the third quarter, of which $3 million settled in the first week of the fourth quarter and was included in accounts payable as of September 30, 2011.

At September 30, 2011, the Company had various lines of credit totaling $270 million, of which $264 million was unused.

In March 2011, the Company entered into a note agreement and sold $150 million of unsecured notes in a private placement. One series of notes totaling $75 million bears interest at 4.0 percent and matures in 2018. Another series of notes totaling $75 million bears interest at 5.01 percent and matures in 2023. Under terms of the agreement, the Company sold an additional $150 million of unsecured notes on July 26, 2011. One series of notes issued in July totaling $75 million bears interest at 4.88 percent and matures in 2020. Another series of notes issued in July totaling $75 million bears interest at 5.35 percent and matures in 2026. Proceeds were used to repay revolving line of credit borrowings and invested in cash and cash equivalents, mostly money market funds.

Under terms of the note agreement, interest is payable quarterly. The Company is required to maintain a cash flow leverage ratio of not more than 3.25 to 1.00 and an interest coverage ratio of not less than 3.00 to 1.00. If a significant acquisition is consummated, the agreement allows, for a one-year period, for a cash flow leverage ratio of 3.75 to 1.00 and an interest coverage ratio of not less than 2.50 to 1.00. The note agreement contains covenants typical of unsecured credit facilities, including customary default provisions. If an event of default occurs, all outstanding obligations may become immediately due and payable. The Company was in compliance with all financial covenants at September 30, 2011.

In April 2011, the Company entered into a definitive agreement to purchase the finishing business operations of Illinois Tool Works Inc. (ITW) in a $650 million cash transaction. Closing on the purchase is subject to regulatory reviews and other customary closing conditions. On July 5, 2011, the Company received a request for additional information from the Federal Trade Commission. The issuance of this second request extends the waiting period to close the acquisition to thirty days after the Company and ITW have substantially complied with their respective requests. Both parties had certified to substantial compliance to the FTC’s second requests as of October 18, 2011, and also agreed to extend the waiting period by an additional thirty days.

The Company plans to finance the acquisition with borrowings under the long-term notes referenced above and with borrowings under a new revolving credit facility that will be funded upon closing of the purchase. In May 2011, the Company entered into a credit agreement providing the Company access to a $450 million unsecured revolving credit facility until May 2016. The Company may not obtain any loans under the credit agreement until certain conditions are met, including the closing of the acquisition of ITW’s finishing businesses and the Company receiving not less than $75 million in proceeds from the issuance of additional long-term notes.

Internally generated funds and unused financing sources are expected to provide the Company with the flexibility to meet its liquidity needs in 2011.

Outlook

For the fourth quarter of 2011, management expects the global demand to be generally favorable compared to last year, with the exception of the U.S. housing and commercial construction markets, which remain at historic lows. Management is closely monitoring demand trends in Europe, watching for any order impact resulting from the Eurozone financial crisis. Fourth quarter percentage growth trends are expected to be lower, reflecting more difficult comparisons to the prior year and an additional week of shipments that occurred in the fourth fiscal quarter of 2010.

The pending acquisition of the ITW finishing businesses would advance all of the Company’s stated core growth strategies, including new products and technology, geographic expansion, and new markets.

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SAFE HARBOR CAUTIONARY STATEMENT

A forward-looking statement is any statement made in this report and other reports that the Company files periodically with the Securities and Exchange Commission, or in press or earnings releases, analyst briefings and conference calls, which reflects the Company's current thinking on the acquisition of the finishing businesses of ITW, market trends and the Company's future financial performance at the time they are made. All forecasts and projections are forward-looking statements. The Company undertakes no obligation to update these statements in light of new information or future events.

The Company desires to take advantage of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 by making cautionary statements concerning any forward-looking statements made by or on behalf of the Company. The Company cannot give any assurance that the results forecasted in any forward-looking statement will actually be achieved. Future results could differ materially from those expressed, due to the impact of changes in various factors. These risk factors include, but are not limited to: economic conditions in the United States and other major world economies, currency fluctuations, political instability, changes in laws and regulations, and changes in product demand. In addition, risk factors related to the Company's pending acquisition of the ITW finishing businesses include: whether and when the required regulatory approvals will be obtained, whether and when the closing conditions will be satisfied and whether and when the transaction will close, the ability to close on committed financing on satisfactory terms, the amount of debt that the Company will incur to complete the transaction, completion of purchase price valuation for acquired assets, whether and when the Company will be able to realize the expected financial results and accretive effect of the transaction, how customers, competitors, suppliers and employees will react to the transaction, and economic changes in global markets. Please refer to Item 1A of, and Exhibit 99 to, the Company's Annual Report on Form 10-K for fiscal year 2010 and Item 1A of this Quarterly Report on Form 10-Q for a more comprehensive discussion of these and other risk factors.

Investors should realize that factors other than those identified above and in Item 1A and Exhibit 99 might prove important to the Company's future results. It is not possible for management to identify each and every factor that may have an impact on the Company's operations in the future as new factors can develop from time to time.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes related to market risk from the disclosures made in the Company's 2010 Annual Report on Form 10-K.

Item 4. Controls and Procedures

Evaluation of disclosure controls and procedures

As of the end of the fiscal quarter covered by this report, the Company carried out an evaluation of the effectiveness of the design and operation of its disclosure controls and procedures. This evaluation was done under the supervision and with the participation of the Company's President and Chief Executive Officer, the Chief Financial Officer, the Vice President and Controller, and the Vice President, General Counsel and Secretary. Based upon that evaluation, they concluded that the Company's disclosure controls and procedures are effective.

Changes in internal controls

During the quarter, there was no change in the Company's internal control over financial reporting that has materially affected or is reasonably likely to materially affect the Company's internal control over financial reporting.

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PART II OTHER INFORMATION

Item 1A. Risk Factors

There have been no material changes to the Company's risk factors from those disclosed in the Company's 2010 Annual Report on Form 10-K, except for the addition of the risk factor described below:

Pending Acquisition - Our pending acquisition of the finishing business operations of Illinois Tool Works Inc. is subject to regulatory approvals and the expected benefits from the acquisition may not be fully realized.

We have entered into a definitive agreement to purchase the finishing business of Illinois Tools Works Inc. (ITW) in a $650 million cash transaction. We cannot predict whether or when the required regulatory approvals will be obtained or if the closing conditions will be satisfied. If we terminate the agreement before April 1, 2012 due to failure to obtain regulatory approval, we will be required to pay a $20 million termination fee. After the transaction closes, significant changes to our financial condition as a result of global economic changes or difficulties in the integration of the newly acquired businesses may affect our ability to obtain the expected benefits from the transaction or to satisfy the financial covenants included in the terms of the financing arrangements.

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Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

On September 18, 2009, the Board of Directors authorized the Company to purchase up to 6,000,000 shares of its outstanding common stock, primarily through open-market transactions. The authorization expires on September 30, 2012.

In addition to shares purchased under the Board authorizations, the Company purchases shares of common stock held by employees who wish to tender owned shares to satisfy the exercise price or tax withholding on option exercises.

Information on issuer purchases of equity securities follows:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (at end of period)
Jul 2, 2011 – Jul 29, 2011	674	51.53	-	5,179,638
Jul 30, 2011 – Aug 26, 2011	748,550	36.76	748,550	4,431,088
Aug 27, 2011 – Sep 30, 2011	310,110	34.90	310,110	4,120,978

Item 6. Exhibits

10.1	Amendment No. 1 Dated as of August 15, 2011 to Pledge Agreement Dated as of July 12, 2007.
10.2	Amendment No. 1 Dated as of August 15, 2011 to Pledge Agreement Dated as of May 23, 2011.
31.1	Certification of President and Chief Executive Officer pursuant to Rule 13a-14(a).
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a).
32	Certification of President and Chief Executive Officer and Chief Financial Officer pursuant to Section 1350 of Title 18, U.S.C.
99.1	Press Release, Reporting Third Quarter Earnings, dated October 26, 2011.
101	Interactive Data File.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GRACO INC.

Date:	October 26, 2011	By:	/s/ Patrick J. McHale Patrick J. McHale President and Chief Executive Officer *(Principal Executive Officer)*
Date:	October 26, 2011	By:	/s/ James A. Graner James A. Graner Chief Financial Officer *(Principal Financial Officer)*
Date:	October 26, 2011	By:	/s/ Caroline M. Chambers Caroline M. Chambers Vice President and Controller *(Principal Accounting Officer)*

Exhibit 10.1

AMENDMENT NO. 1

Dated as of August 15, 2011

to

PLEDGE AGREEMENT

Dated as of July 12, 2007

THIS AMENDMENT NO. 1 ("Amendment") is entered into as of August 15, 2011 by and between GRACO INC., a corporation organized under the laws of the State of Minnesota (the "Pledgor") and U.S. BANK NATIONAL ASSOCIATION, as Agent (in such capacity, and together with any successors in such capacity, the "Secured Party") for the banks (the "Banks") from time to time party to the Credit Agreement defined below.

PRELIMINARY STATEMENT

WHEREAS, pursuant to that certain Revolving Credit Agreement, dated as of July 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Pledgor, as Borrower, the Borrowing Subsidiaries from time to time party thereto, the Banks and the Secured Party, as Agent, the Pledgor and the Secured Party entered into a Pledge Agreement dated of even date therewith (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement");

WHEREAS, the Pledgor has changed the organizational structure of one of the entities comprising the Pledged Interests under the Pledge Agreement, and the parties hereto have agreed to amend the Pledge Agreement pursuant to the terms and conditions set forth herein to reflect such change;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Pledge Agreement.

SECTION 2. Amendments to the Pledge Agreement. Effective as of the date first above written and subject to the satisfaction of the condition precedent set forth in Section 3 below, Schedule I to the Pledge Agreement setting forth the "Pledged Interests" thereunder is hereby replaced in its entirety with Schedule I attached hereto as Annex A, and Pledgor hereby affirms its grant of a security interest in the Collateral associated with such Pledged Interests for the ratable benefit of the Secured Party and the Banks, to secure the prompt and complete payment and performance of the Secured Obligations.

SECTION 3. Condition of Effectiveness. This Amendment shall become effective as of the date first above written upon receipt by the Secured Party of counterparts of this Amendment duly executed by all of the parties hereto.

SECTION 4. Covenants, Representations and Warranties.

(a) The Pledgor represents and warrants that it has duly executed and delivered the Pledge Agreement (as amended by this Amendment) and the Pledge Agreement constitutes a legal, valid and binding obligation of the Pledgor, enforceable against it in accordance with its terms, subject to limitations as to enforceability which might result from bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and subject to general principles of equity.

(b) Upon the effectiveness of this Amendment, the Pledgor hereby (i) represents that no Event of Default exists, (ii) reaffirms all covenants, representations and warranties made in the Pledge Agreement, and (iii) agrees that all such covenants, representations and warranties shall be deemed to have been remade as of the effective date of this Amendment, unless and to the extent that such representation and warranty is stated to relate solely to an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date.

SECTION 5. Reference to the Pledge Agreement.

(a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Pledge Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Pledge Agreement, as amended and modified hereby.

(b) Except as specifically amended and modified above, the Pledge Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect, and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall neither, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Banks or the Secured Party, nor constitute a waiver of any provision of the Pledge Agreement, the Credit Agreement, or any other Loan Document.

SECTION 6. Costs and Expenses. The Pledgor will pay or reimburse the Secured Party on demand for all reasonable out-of-pocket expenses (including in each case all filing and recording fees and taxes and all reasonable fees and expenses of counsel and of any experts and agents) incurred by the Secured Party in connection with the preparation, execution and delivery of this Amendment.

SECTION 7. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF MINNESOTA.

SECTION 8. Execution. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart signature page to this Amendment by facsimile or by e-mail transmission shall also deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect of this Amendment.

SECTION 9. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PLEDGOR:

GRACO INC.

By: /s/ James A. Graner
James A. Graner
Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION, Secured Party

By: /s/ Michael J. Staloch
Name: Michael J. Staloch
Title: Vice President

Exhibit 10.1

ANNEX A

SCHEDULE I
TO
PLEDGE AGREEMENT
GRACO INC.

PLEDGED INTERESTS

Issuer:	Graco K.K.
Jurisdiction of Organization:	Japan
Type of Interest:	Common Stock
Percentage Ownership:	65.00%
Certificate No(s).:	2B-001 through 2B-009; 3A-001 through 3A-008; 4A-001 through 4A-0034
Number of Units/Shares:	429,000

Issuer:	Graco Korea Inc.
Jurisdiction of Organization:	Korea
Type of Interest:	Common Stock
Percentage Ownership:	65.00%
Certificate No(s).:	10,000-1 through 10,000-8; 1,000-1; 100-1 through 100-5
Number of Units/Shares:	81,500

Issuer:	Graco BVBA
Jurisdiction of Organization:	Belgium
Type of Interest:	Uncertificated Common Stock
Percentage Ownership:	65.00%
Certificate No(s).:	N/A
Number of Units/Shares:	655,302

Exhibit 10.2

AMENDMENT NO. 1

Dated as of August 15, 2011

to

PLEDGE AGREEMENT

Dated as of May 23, 2011

THIS AMENDMENT NO. 1 ("Amendment") is entered into as of August 15, 2011 by and between GRACO INC., a corporation organized under the laws of the State of Minnesota (the "Pledgor") and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, and together with any successors in such capacity, the "Secured Party") for the banks (the "Banks") from time to time party to the Credit Agreement defined below and the noteholders (the "Noteholders" and collectively with the Banks, the "Creditors") from time to time holding notes issued under the Note Purchase Agreements defined below.

PRELIMINARY STATEMENT

WHEREAS, the Pledgor, as borrower (the "Borrower"), the Borrowing Subsidiaries from time to time party thereto, the Banks and U.S. Bank National Association, as Agent, have entered into a Credit Agreement dated as of May 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower and the Noteholders named in the Purchaser Schedule attached thereto have entered into a Note Agreement dated as of March 11, 2011, and it is contemplated that the Borrower will enter into a Note Agreement with one or more affiliates of The Prudential Insurance Company of America as Noteholders named in the Purchaser Schedule attached thereto (as each may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreements", and together with the Credit Agreement and the agreements, documents and instruments delivered in connection with any or all of the foregoing (as each may be amended, restated, supplemented or otherwise modified from time to time), the "Senior Indebtedness Documents");

WHEREAS, the Agent, the Secured Party and the Noteholders have entered into an Intercreditor and Collateral Agency Agreement dated as of May 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), pursuant to which the Secured Party has been appointed Collateral Agent;

WHEREAS, in consideration of the extensions of credit and other accommodations of the Creditors under the Senior Indebtedness Documents, the Pledgor has agreed to secure the Secured Obligations pursuant to that certain Pledge

Agreement dated as of May 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge Agreement"); and

WHEREAS, the Pledgor has changed the organizational structure of one of the entities comprising the Pledged Interests under the Pledge Agreement, and the parties hereto have agreed to amend the Pledge Agreement pursuant to the terms and conditions set forth herein to reflect such change;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Pledge Agreement.

SECTION 2. Amendments to the Pledge Agreement. Effective as of the date first above written and subject to the satisfaction of the condition precedent set forth in Section 3 below, Schedule I to the Pledge Agreement setting forth the "Pledged Interests" thereunder is hereby replaced in its entirety with Schedule I attached hereto as Annex A, and Pledgor hereby affirms its grant of a security interest in the Collateral associated with such Pledged Interests for the ratable benefit of the Secured Party and the Creditors, to secure the prompt and complete payment and performance of the Secured Obligations.

SECTION 3. Condition of Effectiveness. This Amendment shall become effective as of the date first above written upon receipt by the Secured Party of counterparts of this Amendment duly executed by all of the parties hereto.

SECTION 4. Covenants, Representations and Warranties.

(a) The Pledgor represents and warrants that it has duly executed and delivered the Pledge Agreement (as amended by this Amendment) and the Pledge Agreement constitutes a legal, valid and binding obligation of the Pledgor, enforceable against it in accordance with its terms, subject to limitations as to enforceability which might result from bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and subject to general principles of equity.

(b) Upon the effectiveness of this Amendment, the Pledgor hereby (i) represents that no Event of Default exists, (ii) reaffirms all covenants, representations and warranties made in the Pledge Agreement, and (iii) agrees that all such covenants, representations and warranties shall be deemed to have been remade as of the effective date of this Amendment, unless and to the extent that such representation and warranty is stated to relate solely to an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date.

SECTION 5. Reference to the Pledge Agreement.

(a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Pledge Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Pledge Agreement, as amended and modified hereby.

(b) Except as specifically amended and modified above, the Pledge Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect, and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall neither, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Creditors or the Secured Party, nor constitute a waiver of any provision of the Pledge Agreement, the Credit Agreement, the Note Purchase Agreements, the Intercreditor Agreement or any other Senior Indebtedness Document.

SECTION 6. Costs and Expenses. The Pledgor will pay or reimburse the Secured Party on demand for all reasonable out-of-pocket expenses (including in each case all filing and recording fees and taxes and all reasonable fees and expenses of counsel and of any experts and agents) incurred by the Secured Party in connection with the preparation, execution and delivery of this Amendment.

SECTION 7. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF MINNESOTA.

SECTION 8. Execution. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or by e-mail transmission of a PDF or similar copy shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart signature page to this Amendment by facsimile or by e-mail transmission shall also deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect of this Amendment.

SECTION 9. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

PLEDGOR:

GRACO INC.

By: /s/ James A. Graner
James A. Graner
Chief Financial Officer

U.S. BANK NATIONAL
ASSOCIATION, Secured Party

By: /s/ Michael J. Staloch
Name: Michael J. Staloch
Title: Senior Vice President

Exhibit 10.2

ANNEX A

SCHEDULE I
TO
PLEDGE AGREEMENT
GRACO INC.

PLEDGED INTERESTS

Issuer:	Graco K.K.
Jurisdiction of Organization:	Japan
Type of Interest:	Common Stock
Percentage Ownership:	65.00%
Certificate No(s).:	2B-001 through 2B-009; 3A-001 through 3A-008; 4A-001 through 4A-0034
Number of Units/Shares:	429,000

Issuer:	Graco Korea Inc.
Jurisdiction of Organization:	Korea
Type of Interest:	Common Stock
Percentage Ownership:	65.00%
Certificate No(s).:	10,000-1 through 10,000-8; 1,000-1; 100-1 through 100-5
Number of Units/Shares:	81,500

Issuer:	Graco BVBA
Jurisdiction of Organization:	Belgium
Type of Interest:	Uncertificated Common Stock
Percentage Ownership:	65.00%
Certificate No(s).:	N/A
Number of Units/Shares:	655,302

CERTIFICATION

I, Patrick J. McHale, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Graco Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 26, 2011

/s/ Patrick J. McHale
Patrick J. McHale
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, James A. Graner, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Graco Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 26, 2011

/s/ James A. Graner
James A. Graner
Chief Financial Officer

Exhibit 32

CERTIFICATION UNDER SECTION 1350

Pursuant to Section 1350 of Title 18 of the United States Code, each of the undersigned certifies that this periodic report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in this periodic report fairly presents, in all material respects, the financial condition and results of operations of Graco Inc.

Date: October 26, 2011

/s/ Patrick J. McHale
Patrick J. McHale
President and Chief Executive Officer

Date: October 26, 2011

/s/ James A. Graner
James A. Graner
Chief Financial Officer

Exhibit 99.1

News Release

GRACO INC.
P.O. Box 1441
Minneapolis, MN
55440-1441
NYSE: GGG

FOR IMMEDIATE RELEASE:
Wednesday, October 26, 2011

FOR FURTHER INFORMATION:
James A. Graner (612) 623-6635

GRACO REPORTS THIRD QUARTER SALES AND EARNINGS
STRONG THIRD QUARTER SALES CONTINUE TO DRIVE EARNINGS GROWTH

MINNEAPOLIS, MN (October 26, 2011) - Graco Inc. **(NYSE: GGG)** today announced results for the quarter and nine months ended September 30, 2011.

Summary
$ in millions except per share amounts

	Thirteen Weeks Ended			Thirty-nine Weeks Ended		
	Sep 30, 2011	**Sep 24, 2010**	**% Change**	**Sep 30, 2011**	**Sep 24, 2010**	**% Change**
Net Sales	$ 227.3	$ 190.0	20 %	$ 679.7	$ 546.8	24 %
Net Earnings	36.6	30.4	20 %	111.9	75.8	48 %
Diluted Net Earnings per Common Share	$ 0.60	$ 0.50	20 %	$ 1.82	$ 1.25	46 %

— All segments and regions had revenue growth for the quarter and year-to-date. Growth for the quarter was particularly strong in the Industrial and Lubrication segments and in Asia Pacific.

— Gross margin rate remained strong at 56 percent for both the quarter and year-to-date.

— Operating profit margin rate of 25 percent for both the quarter and year-to-date is 2 percentage points higher than third quarter last year and 4 percentage points higher than last year-to-date.

— Sales increases of 20 percent for the quarter and 24 percent year-to-date included 4 percentage points and 3 percentage points, respectively, from currency translation. Changes in translation rates increased net earnings for the quarter by approximately $3 million and increased year-to-date earnings by approximately $7 million.

— Operating expenses included $3 million for the quarter and $6 million year-to-date, related to the pending acquisition of ITW's finishing businesses.

— Interest expense was $2 million higher than last year for both the quarter and year-to-date.

— The effective income tax rate of 32 percent for the quarter was 4 percentage points higher than the third-quarter rate last year, which included favorable effects of tax law rulings and expiring statutes of limitation.

"I am very pleased with the Company's results in the third quarter, driven by strong execution throughout the organization," said Patrick J. McHale, President and Chief Executive Officer. "Sales growth for the quarter was broad-based, with double-digit increases in all segments and regions compared to the third quarter of 2010. Gross margins and operating margins continue to be strong, reflecting the solid top-line performance and the Company's commitment to profitable growth through investments in new products and geographic expansion."

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Consolidated Results

Sales for the quarter increased 20 percent (16 percent at consistent translation rates), including increases of 13 percent in the Americas, 18 percent in Europe (10 percent at consistent translation rates) and 41 percent in Asia Pacific (34 percent at consistent translation rates). Year-to-date sales increased 24 percent (21 percent at consistent translation rates), with increases of 19 percent in the Americas, 26 percent in Europe (19 percent at consistent translation rates) and 37 percent in Asia Pacific (31 percent at consistent translation rates).

Gross profit margin, expressed as a percentage of sales, was 56 percent for both the quarter and year-to-date, up 1/2 percentage point from the third quarter last year and 2 percentage points higher than last year-to-date. The favorable effects of translation and higher volume were partially offset by higher material costs for both the quarter and the year-to-date.

Total operating expenses increased $8 million for the quarter and $31 million year-to-date. Selling, marketing and distribution expenses were $3 million higher for the quarter and were up $19 million year-to-date. The increases came from translation, headcount increases (mostly in Asia Pacific) and higher marketing and promotion expenses (mainly in Contractor segment in the first half of the year). General and administrative expense for the quarter increased $4 million, including $3 million related to the pending acquisition of ITW’s finishing businesses.

The effective income tax rate of 32 percent for the quarter is higher than the 28 percent rate for third quarter last year. Last year’s lower rate reflected the favorable effects of tax law rulings and expiring statutes of limitations. The effective rate of 33 percent for the year-to-date is consistent with the rate for the comparable period last year.

Segment Results

Certain measurements of segment operations are summarized below:

	Thirteen Weeks			Thirty-nine Weeks		
	Industrial	**Contractor**	**Lubrication**	**Industrial**	**Contractor**	**Lubrication**
Net sales (in millions)	$ 124.5	$ 77.8	$ 25.1	$ 376.6	$ 228.7	$ 74.4
Net sales percentage change from last year	25 %	11 %	23 %	27 %	17 %	34 %
Operating earnings as a percentage of net sales						
2011	34 %	21 %	17 %	35 %	19 %	18 %
2010	31 %	20 %	14 %	31 %	16 %	11 %

Industrial segment sales increased 25 percent for the quarter and 27 percent year-to-date, with increases for the quarter ranging from 15 percent in the Americas to 40 percent in Asia Pacific (34 percent at consistent translation rates). Contractor segment sales increased 11 percent for the quarter and 17 percent year-to-date, with gains for the quarter of 10 percent in the Americas and 43 percent in Asia Pacific (34 percent at consistent translation rates). Contractor sales for the quarter were down 2 percent in Europe (down 9 percent at consistent translation rates) compared to the third quarter of 2010, which included substantial stocking shipments of new products. Lubrication segment sales increased 23 percent for the quarter and 34 percent year-to-date, with double-digit percentage growth in all regions.

Higher volume and leveraging of expenses led to improved operating earnings in all segments compared to last year, particularly in the Industrial and Lubrication segments.

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Outlook

"Incoming order rates worldwide remained strong throughout the quarter, particularly in Asia Pacific," said McHale. "For the fourth quarter of 2011, we continue to expect global demand to be generally favorable to the prior year, with the exception of the U.S. housing and commercial construction markets, which remain at historic lows. We are cautious regarding demand trends in Europe and are closely watching for any order impact resulting from the Eurozone financial crisis. We expect fourth quarter percentage growth trends will be lower, reflecting more difficult comparisons to the prior year and an additional week of shipments that occurred in the fiscal fourth quarter of 2010."

The Company continues to cooperate with the Federal Trade Commission ("FTC") to obtain regulatory approval to close the pending acquisition of ITW's finishing businesses. Earlier this month, both Graco and ITW submitted responses to the FTC's request for additional information in their review of the acquisition.

Cautionary Statement Regarding Forward-Looking Statements

A forward-looking statement is any statement made in this earnings release and other reports that the Company files periodically with the Securities and Exchange Commission, as well as in press releases, analyst briefings, conference calls and the Company's Annual Report to shareholders, which reflects the Company's current thinking on the acquisition of the finishing businesses of ITW, market trends and the Company's future financial performance at the time it is made. All forecasts and projections are forward-looking statements. The Company undertakes no obligation to update these statements in light of new information or future events.

The Company desires to take advantage of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 by making cautionary statements concerning any forward-looking statements made by or on behalf of the Company. The Company cannot give any assurance that the results forecasted in any forward-looking statement will actually be achieved. Future results could differ materially from those expressed, due to the impact of changes in various factors. These risk factors include, but are not limited to: economic conditions in the United States and other major world economies, currency fluctuations, political instability, changes in laws and regulations, and changes in product demand. In addition, risk factors related to the Company's pending acquisition of the ITW finishing businesses include: whether and when the required regulatory approvals will be obtained, whether and when the closing conditions will be satisfied and whether and when the transaction will close, the ability to close on committed financing on satisfactory terms, the amount of debt that the Company will incur to complete the transaction, completion of purchase price valuation for acquired assets, whether and when the Company will be able to realize the expected financial results and accretive effect of the transaction, how customers, competitors, suppliers and employees will react to the transaction, and economic changes in global markets. Please refer to Item 1A of, and Exhibit 99 to, the Company's Annual Report on Form 10-K for fiscal year 2010 (and most recent Form 10-Q) for a more comprehensive discussion of these and other risk factors. These reports are available on the Company's website at www.graco.com and the Securities and Exchange Commission's website at www.sec.gov.

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Conference Call

Graco management will hold a conference call, including slides via webcast, with analysts and institutional investors on Thursday, October 27, 2011, at 11:00 a.m. ET, to discuss Graco's third quarter results.

A real-time Webcast of the conference call will be broadcast live over the Internet. Individuals wanting to listen and view slides can access the call at the Company's website at www.graco.com. Listeners should go to the website at least 15 minutes prior to the live conference call to install any necessary audio software.

For those unable to listen to the live event, a replay will be available soon after the conference call at Graco's website, or by telephone beginning at approximately 2:00 p.m. ET on October 27, 2011, by dialing 800-406-7325, Conference ID #4478419, if calling within the U.S. or Canada. The dial-in number for international participants is 303-590-3030, with the same Conference ID #. The replay by telephone will be available through October 30, 2011.

Graco Inc. supplies technology and expertise for the management of fluids in both industrial and commercial applications. It designs, manufactures and markets systems and equipment to move, measure, control, dispense and spray fluid materials. A recognized leader in its specialties, Minneapolis-based Graco serves customers around the world in the manufacturing, processing, construction and maintenance industries. For additional information about Graco Inc., please visit us at www.graco.com.

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GRACO INC. AND SUBSIDIARIES
Consolidated Statement of Earnings (Unaudited)

(in thousands, except per share amounts)	Thirteen Weeks Ended Sep 30, 2011	Thirteen Weeks Ended Sep 24, 2010	Thirty-nine Weeks Ended Sep 30, 2011	Thirty-nine Weeks Ended Sep 24, 2010
Net Sales	$ 227,347	$ 189,963	$ 679,689	$ 546,772
Cost of products sold	100,998	85,405	296,497	250,999
Gross Profit	126,349	104,558	383,192	295,773
Product development	10,423	9,263	30,708	28,209
Selling, marketing and distribution	36,673	33,280	113,738	95,087
General and administrative	22,451	18,592	66,620	57,139
Operating Earnings	56,802	43,423	172,126	115,338
Interest expense	3,125	1,038	5,473	3,159
Other expense, net	325	254	649	147
Earnings Before Income Taxes	53,352	42,131	166,004	112,032
Income taxes	16,800	11,700	54,100	36,200
Net Earnings	$ 36,552	$ 30,431	$ 111,904	$ 75,832
Net Earnings per Common Share				
Basic	$ 0.60	$ 0.51	$ 1.85	$ 1.26
Diluted	$ 0.60	$ 0.50	$ 1.82	$ 1.25
Weighted Average Number of Shares				
Basic	60,430	60,107	60,474	60,304
Diluted	61,415	60,624	61,615	60,840

Segment Information (Unaudited)

	Thirteen Weeks Ended Sep 30, 2011	Thirteen Weeks Ended Sep 24, 2010	Thirty-nine Weeks Ended Sep 30, 2011	Thirty-nine Weeks Ended Sep 24, 2010
Net Sales				
Industrial	$ 124,502	$ 99,236	$ 376,636	$ 296,489
Contractor	77,757	70,362	228,664	194,941
Lubrication	25,088	20,365	74,389	55,342
Total	$ 227,347	$ 189,963	$ 679,689	$ 546,772
Operating Earnings				
Industrial	$ 42,632	$ 31,195	$ 132,996	$ 91,234
Contractor	16,700	13,753	44,239	31,839
Lubrication	4,380	2,751	13,652	6,326
Unallocated corporate (expense)	(6,910)	(4,276)	(18,761)	(14,061)
Total	$ 56,802	$ 43,423	$ 172,126	$ 115,338

All figures are subject to audit and adjustment at the end of the fiscal year.

The consolidated Balance Sheets, Consolidated Statements of Cash Flows and Management's Discussion and Analysis are available in our Quarterly Report on Form 10-Q on our website at www.graco.com.

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