

11-24-1998



100907212

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MURD 11-19-98
M. Bennett

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

11/20/1998 JSM/DAZZ 00000102 75099534

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 OP
925.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1817 FRAME: 0939

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

404-523-5300

Name

Ms. Leigh Freer, Paralegal

Address (line 1)

Parker, Hudson, Rainer & Dobbs LLP

Address (line 2)

285 Peachtree Center Avenue, N.E.

Address (line 3)

1500 Marquis Two Tower

Address (line 4)

Atlanta, Georgia 30303

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75099534

74572666

74167559

2036223

1064334

1864528

74716069

74410233

75137894

1875813

1823510

2064023

74716070

74177820

75137887

1759477

1817735

1165244

Number of Properties

Enter the total number of properties involved.

#

38

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

965.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

M. Ashton Hudson

Name of Person Signing

M. Ashton Hudson

Signature

11/18/98

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75137886	74716172	
75128665	74716071	
75127410		
75105048		
75105047		
75099537		
74735310		

1070915	1056460	
1781987	1274849	
1392970	1382477	
1858994	1508461	
1073474		
741567		
1186440		

TRADEMARK RELEASE

RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS

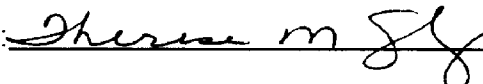
WHEREAS, by a certain Security Agreement dated November 26, 1996 between **SNAPPER, INC.**, a Georgia corporation (the "Company"), and **AMSOUTH BANK OF ALABAMA** (the "Bank") which Trademark Security Agreement was recorded with the United States Patent and Trademark Office, commencing on reel 1533, frame 0001, the Company granted to Bank a security interest in and lien on various trademarks, trademark registrations and trademark applications owned by the Company, including those set forth in Schedule A hereto;

WHEREAS, Bank desires to release its security interest in and lien on the trademarks, trademark registrations and trademark applications set forth in Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank does hereby release its security interest in and lien on the trademarks, trademark registrations and trademark applications set forth in Schedule A hereto and assigns to the Company any and all right, title and interest in and to such trademarks, trademark registrations and trademark applications that it may have.

AMSOUTH BANK OF ALABAMA

Dated: November 13, 1998

By: 
Title: VICE PRESIDENT

STATE OF ALABAMA)
)
COUNTY OF Jefferson)

BEFORE ME, the undersigned, a Notary Public in and for the county aforesaid, on this 13th day of November, 1998, personally appeared Therese M. Shealy, to me known personally, and who, being by me duly sworn, deposes and says that she/he is the Vice President of AmSouth Bank of Alabama and that said instrument was signed by her/him on behalf of said Bank as the free act and deed of said Bank.

Mamie M. Thomas
Notary Public
Executed on November 13, 1998
My Commission Expires:

MY COMMISSION EXPIRES DECEMBER 23, 2000

[NOTARIAL SEAL]

Schedule A
to
Release of Security Interest in U.S. Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Application or Registration Number</u>	<u>Registration Date</u>
YARD CRUISER	United States	75/099534	5/6/96
A.I.R.	United States	2,036,223	2/4/97
ACCUTRAC	United States	1,875,813	1/24/95
ANYTHING LESS JUST WON'T CUT IT	United States	1,759,477	3/23/93
BAG-N-WAGON	United States	1,064,334	4/26/97
BLACK HAWK & Design (First)	United States	1,823,510	2/22/94
BLACK HAWK & Design (Second)	United States	1,817,735	1/25/94
COMET II	United States	1,864,528	11/29/94
DURA-STEEL	United States	2,064,023	5/20/97
HI-VAC	United States	1,165,244	8/18/81
HV	United States	1,070,915	8/9/77
NINJA	United States	1,781,987	7/13/93
PAC-N-SAC	United States	1,392,970	5/13/86
SNAP-LEASE	United States	1,858,994	10/18/94
SNAPPER (for tillers)	United States	1,073,474	9/20/77
SNAPPER (for mowers)	United States	741,567	12/4/62
SNAPPER (for snowthrower)	United States	1,186,440	1/19/82
SNAPPERIZER	United States	1,056,460	1/18/97
THATCHERIZER	United States	1,274,849	4/24/84

{71567.1} 000052-00243

TRADEMARK
REEL: 1817 FRAME: 0944

<u>Trademark</u>	<u>Country</u>	<u>Application or Registration Number</u>	<u>Registration Date</u>
TURTLE DESIGN	United States	1,382,477	2/11/86
Snapper (Stylized)	United States	1,508,461	7/12/92
A.I.R.	United States	74/716069	8/3/95
Big Six	United States	74/716070	8/3/95
Whipper Snapper (Stylized)	United States	74/572666	9/12/94
Snapper	United States	74/480266	1/14/94
Jet Vac (Stylized)	United States	74/410233	10/7/96
Gardenlite	United States	74/177820	10/9/86
Snapper Pro	United States	74/167559	9/17/96
Pro Hydro	United States	75/137894	7/15/96
Pro Gear	United States	75/137887	7/15/96
Qwik-O-Nect	United States	75/137886	7/15/96
Snapper Rider and Design	United States	75/128665	6/7/96
Swith Blade	United States	75/127410	6/24/96
Groundbreaker Jr.	United States	75/105048	5/16/96
Groundbreaker	United States	75/105047	5/16/96
Turf Cruiser	United States	75/099537	5/6/96
Dura-Steel	United States	74/735310	9/14/95
Great Dane	United States	74/716172	8/3/95
Super Six	United States	74/716071	8/3/95

PARKER, HUDSON, RAINER & DOBBS LLP

A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW

1500 MARQUIS TWO TOWER
285 PEACHTREE CENTER AVENUE, N.E.
ATLANTA, GEORGIA 30303

(404) 523-5300

TELECOPIER
(404) 522-8409

THE PERKINS HOUSE
SUITE 200
118 NORTH GADSDEN STREET
TALLAHASSEE, FLORIDA 32301

MUD
11-19-98 *M. Bennett*
M. ASHTON HUDSON
DIRECT DIAL
(404) 420-5557
ahudson@phrd.com

November 18, 1998

VIA FEDEX

U.S. Patent and Trademark Office
Office of Public Records
Attention: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

Re: Fleet Capital Corporation, as Agent — Snapper, Inc.

Dear Sir/Madam:

Enclosed for recording please find the following original documents:

1. Release of Security Interest in U.S. Patents dated November 13, 1998, between AmSouth Bank of Alabama and Snapper, Inc.;
2. Release of Security Interest in U.S. Trademarks dated November 13, 1998, between AmSouth Bank of Alabama and Snapper, Inc.;
3. Trademark Security Agreement dated November 11, 1998, between Fleet Capital Corporation, as Agent, and Snapper, Inc.; and
4. Patent Security Agreement dated November 11, 1998, between Fleet Capital Corporation, as Agent, and Snapper, Inc.;

We have also enclosed our firm's checks in the amounts of \$1,040.00, \$965.00, \$840.00 and \$840.00 in payment of the respective recording fees for the foregoing documents. Please contact the undersigned should this amount be insufficient to cover all charges due.

Finally, we have enclosed herewith a self-addressed stamped envelope for your convenience in returning the recorded documents.

Sincerely,



M. Ashton Hudson

MAH:scs
Enclosures

cc: Mr. John Getz
Mitchell M. Purvis, Esq.

RECORDED: 11/19/1998

**TRADEMARK
REEL: 1817 FRAME: 0946**