

12-22-1998



TRADE



12-07-1998

Division of Patents and Trademarks, P.O. Box 1088

100926228

Original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rpt Dt. #10 (ies):

James Hardie Irrigation, Inc.

MED
12-7-98

2. Name and address of receiving party(ies):

Name: The Toro Company, Inc.

Internal Address:

Street Address: 5825 Jasmine Street

City: Riverside State: CA ZIP: 92504

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other

- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

577,638

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard L. Myers

Internal Address:

Street Address: 100 Pacifica, Suite 210

City: Irvine State: CA ZIP: 92618

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

12/18/1998 DNGUYEN 00000227 577638

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

9. 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.

Richard L. Myers

Name of Person Signing

[Handwritten Signature]

Signature

12/2/98

Date

TRADEMARK


REEL: 1828 FRAME: 0192

ASSIGNMENT

WHEREAS, James Hardie Irrigation, Inc., a corporation of the State of Nevada, having its place of business at 5825 Jasmine Street, Riverside, California 92504 (hereinafter called "ASSIGNOR"), is sole owner by Certificate of Amendment of Articles of Incorporation of the entire right, title and interest in and to the following described trademark and United States application for registration thereof.

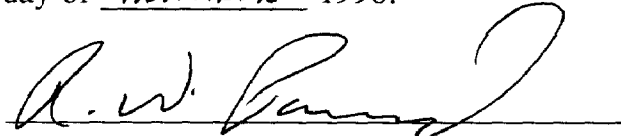
Trademark: RAIN JET
Registration No.: 577,638
Registration Date: July 21, 1953

and

WHEREAS, The Toro Company,  a corporation of the State of Delaware, having its place of business at 5825 Jasmine Street, Riverside, California 92504 (hereinafter called "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the aforesaid trademark in the United States of America, and in any and all countries foreign thereto;

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of ONE DOLLAR (\$1.00) paid to Assignor by the said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these present does sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest for the territory of the United States of America and all countries foreign thereto (including the right to apply for trademarks in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties or otherwise), in and to the said trademark as described in said application, and in and to all trademark registrations granted thereon, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all Registrations of said trademark resulting therefrom to said Assignee, as assignee of the entire right, title and interest, and Assignor covenants that it has full right so to do and agrees that it will communicate to said Assignee, or its successors, any and all facts known to it regarding said trademark whenever requested and will testify in any legal proceeding, sign all lawful papers, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain and enforce trademark protection for said mark in all countries.

IN TESTIMONY WHEREOF, Assignor has caused these present to be signed by the president thereunto duly authorized as of the 11th day of NOVEMBER 1998.


Richard W. Parod, President
James Hardie Irrigation, Inc.

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

TRADEMARK
Attorney Docket: ATM-5760-TC

On NOVEMBER 11, 1998, before me ^{NOTARY} JANICE R. MOORE, PUBLIC, personally appeared RICHARD W. PAROD, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity~~(ies)~~, and that by his ~~her/their~~ signature~~(s)~~ on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Janice R. Moore

SEAL Executed this 11th day of NOVEMBER, 1998.



SEAL