

01-05-2000

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&K 127-T-24-US-01

M&K
12.14.99



T

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101236642

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
James Hardie Irrigation, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Nevada
 Other:

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

2. Name and address of receiving party(ies):
The Toro Company
8111 Lyndale Avenue South
Bloomington, Minnesota 55420-1196

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Submission of a new cover sheet to correct an error in the corporate identity of the receiving party for the assignment of the trademark recorded at Reel 1828, Frame 0198.

Execution Date:

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
B. Trademark Reg. No.(s)
1,347,370

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael L. Mau
Address: Mau & Krull, P.A.
Post Office Box 18455
Minneapolis, MN 55418

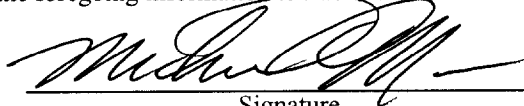
6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 500549

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.

Michael L. Mau  December 9, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/04/2000 DMGUYEN 00000288 1347370

01 FC:481

(40.00 DP)

TRADEMARK
REEL: 002007 FRAME: 0293

RECORDATION FOR TRADEMARK

12-22-1998

DEPARTMENT OF COMMERCE Patent and Trademark Office

FORM 101 (Rev. 10-1-90)



12-07-1998



100926230

Number of copies thereof

U.S. Patent & Trademark Office of Patents and Trademarks

1. Name of conveying party(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) 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

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,347,370

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

40E

Authorized to be charged to deposit account

8. Deposit account number:

12/18/1998 DHSUYEN 00000225 1347370

DO NOT USE THIS SPACE

FC:481

40.00 DP

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

Signature

Signature

12/2/98

TRADEMARK Date


REEL: 002007 FRAME: 0294

ASSIGNMENT

WHEREAS, James Hardie Irrigation, Inc. (formerly Garden America Corporation), 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.

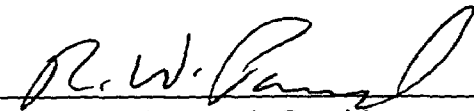
Trademark: LAWN GENIE
Registration No.: 1,347,370
Registration Date: July 9, 1985

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-5762-TC

On NOVEMBER 11, 1998, before me ^{NOTARY} JANICE R. MOORE, PUBLIC, personally appeared RICHARD W. PARD, 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