

COVER SHEET FORWARDING ASSIGNMENT OR
OTHER CONVEYANCE FOR RECORDING

08-04-2000

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



101422675

Dear Sir: 7.10.00

Please record the attached original document:

- 1. Name of conveying party: Ryobi North America, Inc.
- 2. Name and address of receiving party: MTD Products Inc
P.O. 368022
Cleveland, Ohio 44136-9722
- 3. Nature of conveyance:

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

Execution Date: June 14, 2000

4. Application number(s) or trademark numbers(s): If this document is being filed together with a new application, the execution date of the application is:

a. Trademark Reg. No.(s): 1,802,572; 1,852,867; 1,799,952; 1,848,988; 1,906,309; 1,904,114; 1,961,120; 1,962,447; 2,037,789; 2,037,883; 2,059,985;

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

Daniel A. Thomson, Esquire
4421 Ranchwood Spur
Akron, OH 44333-1343

6. Total number of applications and trademark involved: [11]

7. Total fee (37 CFR 1.21(h)): 11 X \$40.00 = \$440.00

Repl. Ref: 08/03/2000 JTN/LNE 0009502800
DN: 050675 Name/Number: 1802572
FC: 704 \$150.00 CR

08/03/2000 JTN/LNE 0000006 1802572
40.00 DP
250.00 DP
01 FC: 401
02 FC: 402


TRADEMARK
REEL: 002114 FRAME: 0225

A check in the amount of \$440.00 which includes the fee for recording the Assignment is enclosed.

8. Please charge any additional fees due, or credit any overpayment to deposit account number 05-0875.

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.



Daniel A. Thomson, Esquire
Reg. No.: 43,189
4421 Ranchwood Spur
Akron, Ohio 44333-1343

July 7, 2000
Date

Total number of pages comprising cover sheet: [2]

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TRADEMARK ASSIGNMENT

WHEREAS, Ryobi North America, Inc. ("Assignor"), a Delaware corporation with an office located at 1424 Pearman Dairy Road, Anderson, South Carolina 29625, owns the trademarks listed in Schedule A attached hereto together with the corresponding registrations for the goods listed (said registrations collectively referred to as the "Registrations"); and

WHEREAS, pursuant to that certain Outdoor Products Sale and Purchase Agreement, dated as of March 31, 2000, by and among Assignor and MTD Southwest Inc., f/k/a MTD Acquisition Corp. ("Assignee"), a Delaware corporation, located at 5965 Grafton Road, Valley City, Ohio 44280, among others, Assignor has agreed to assign the aforesaid marks and Registrations to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all of its right, title and interest in and to all of the marks and Registrations set forth in Schedule A together with the good will of the business symbolized by said marks and the Registrations effective as of June 14, 2000.

[signature page follows]

IN WITNESS WHEREOF, Assigner has signed this Trademark Assignment through its duly authorized representative, as of June __, 2000.

RYOBI NORTH AMERICA, INC.

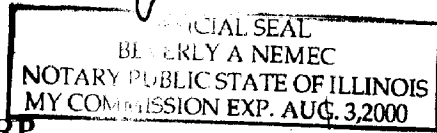
By: James W. Chamberlain
Its: Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 14th day of June, 2000, before me, a Notary Public in and for the County and State aforesaid, personally appeared JAMES W. CHAMBERLAIN to me known, and known to me to be the VICE PRESIDENT of Ryobi North America, Inc. and acknowledged that he executed the foregoing document by authority of Ryobi North America, Inc. and for the uses and purposes therein expressed.

Beverly A. Nemeč
NOTARY

The foregoing assignment is hereby accepted:

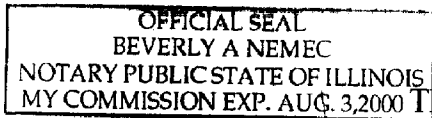


MTD SOUTHWEST INC, f/k/a MTD ACQUISITION CORP.

By: Ronald C. Houser
Its: EXECUTIVE VICE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 14th day of June, 2000, before me, a Notary Public in and for the County and State aforesaid, personally appeared RONALD C. HOUSER to me known, and known to me to be the Executive Vice President of MTD Southwest Inc and acknowledged that he executed the foregoing document by authority of MTD Southwest Inc and for the uses and purposes therein expressed.



Beverly A. Nemeč
NOTARY

The foregoing assignment is hereby accepted.

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Goods</u>
TRIMMERPLUS	1,802,572	Electric gas-powered garden tools; namely, grass trimmers, in Class 7.
CLICK LINK	1,852,867	Component; namely, a device to permit interchangeable attachments which clicks into place, of electric and gas powered garden tools; namely, grass trimmers, vacuums, blowers, cultivators and foggers, in Class 7.
MULCHINATOR	1,799,952	Lawn mowers and parts thereof, in Class 7.
TURF INJECTOR	1,848,988	Lawn mowers and parts thereof, in Class 7.
PRO 4 MOR	1,906,309	Engines for lawn and garden products; namely, lawn trimmers and brush cutters, in Class 7.
PRO 4 MOR and Design	1,904,114	Engines for lawn and garden products; namely, lawn trimmers and brush cutters, in Class 7.
EDGERPLUS	1,961,120	Power-operated lawn and garden edgers, in Class 7.
PRESSURE WASHER PLUS	1,962,447	Pressure washers and sprayers in Class 7.
PRUNERPLUS	2,037,789	Power-operated lawn and garden products; namely, electric and gas-powered tree and bush pruners.
SPEEDSPOOL	2,037,883	Power-operated lawn and garden products; namely, electric and gas string trimmers and brush cutters, in Class 7.
SPEEDSPOOL and Design	2,059,985	Power-operated lawn and garden products; namely, electric and gas string trimmers and brush cutters, in Class 7.

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RNA Trademark Assignment
June 6, 2000

RECORDED: 07/10/2000

**TRADEMARK
REEL: 002114 FRAME: 0730**