

10-04-2001

COVER SHEET FOR
OTHER CONVEYANCE



101865140

10-121

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

OCT - 1 2001

Dear Sir:

Please record the attached original document:

- 1. Name of conveying party: Garden Way Incorporated
- 2. Name and address of receiving party: MTD Products Inc
P.O. Box 368022
Cleveland, Ohio 44136-9722

3. Nature of conveyance:

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

Execution Date:..... August 30, 2001

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is:.....

a. Trademark Application No.(s):

b. Trademark No.(s):

Serial No.	Registration No.
75-878124	
75-611088	
75-611089	
74-138113	1,672,544
74-075490	1,647,208
73-435476	1,342,652
73-400451	1,278,680

Repl'n. Ref: 10/03/2001 L MUELLER 0011333400
App: 050875 Name/Number: 75878124
Cl.: 704

10/03/2001 L MUELLER 00000173 75878124
01 FC:481
02 FC:482

73-296380	1,205,536
73-253927	1,168,274
74-694224	1,988,402
74-153499	1,683,667
73-339505	1,253,347
73-746042	1,550,883
73-629162	1,456,151
73-562017	1,392,979
73-355442	1,254,388
73-352381	1,229,336
73-483194	1,347,891
73-718315	1,505,614
74-500819	1,896,115
73-711169	1,503,609
75-848882	2,402,001
73-353157	1,245,055
73-664654	1,471,208
73-581302	1,455,829
73-368079	1,254,349
74-179024	1,689,856
73-285556	1,217,971
74-322744	1,786,486
73-746089	1,669,143
75-679132	2,332,409
73-506181	1,338,813
73-687960	1,489,045
73-585219	1,411,083
73-368080	1,254,350
73-255773	1,195,681
73-576765	1,406,482
73-428520	1,286,866
73-240919	1,175,295
73-368078	1,258,484
73-424385	1,289,838
73-7723711	1,547,276
73-562016	1,392,978
73-240920	1,173,920
73-24-863	1,172,869
74-598669	1,935,384
73-712497	1,503,610
74-478669	1,893,326
74-138,358	1,675,978
74-614315	1,937,284

74-075532	1,649,292
74-075531	1,645,805
74-137980	1,672,543
74-478745	1,893,327
73-580923	1,409,945
73-355443	1,229,319
73-562020	1,392,147
73-721021	1,507,854
73-657411	1,466,988
75-400329	2,271,613
72-302886	902,078
71-547437	558,597
73-163871	1,104,556
73-048,423	1,034,653
72-2821734	850,181
73-048425	1,038,947

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

Daniel A. Thomson, Esq.
EMERSON & SKERIOTIS
One Cascade Plaza - Fourteenth Floor
Akron, OH 44308-1136

6. Total number of applications and trademarks involved: [66]

7. Total fee (37 CFR 1.21(h)): .66X \$40.00 = \$2,640

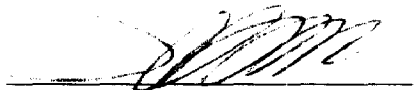
A check in the amount of \$2,640 which includes the fee for recording the Assignment is enclosed.

Please charge deposit account 05-0875 in the amount of \$..... to cover the recording fee.

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
One Cascade Plaza - Fourteenth Floor
Akron, Ohio 44308-1136

September 27, 2001
Date

Total number of pages comprising cover sheet: [2]

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TRADEMARK ASSIGNMENT

WHEREAS, Garden Way Incorporated, a New York corporation ("Assignor"), owns the trademarks listed in Schedule A attached hereto with the corresponding federal trademark applications and/or registrations (collectively referred to as the "Applications/Registrations"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 30, 2001, by and among Assignor, GWI Holding, Inc., a Delaware corporation, and MTD Consumer Group Inc. an Ohio corporation ("Buyer"), Assignor has agreed to assign the aforesaid trademarks and Applications/Registrations to MTD Products Inc, the parent of Buyer ("Assignee");

NOW, THEREFORE, for good 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 trademarks and Applications/Registrations set forth in Schedule A together with that portion of Assignor's business in connection with which it has a bona fide intent to use those marks that are the subject of currently pending applications that were filed or an intent to use and for which a Statement of Use or Amendment to Allege Use has not yet been filed by Assignor and accepted by the United States Patent and Trademark Office, and together with the goodwill of the business symbolized by said marks and Applications/Registrations, including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date) effective as August 31, 2001. Seller agrees to execute any and all documents which are required to perfect the assignment of the marks and Applications/Registrations set forth in Schedule A.

[signature page follows]

IN WITNESS WHEREOF. Assignor has signed this Trademark Assignment through its duly authorized representative, as of August 31, 2001.

GARDEN WAY INCORPORATED

By: [Signature]
Its: WILLIAM / CEO

STATE OF Delaware

COUNTY OF New Castle

On this 30th day of August, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared William E Redmond Jr to me known, and known to me to be the CEO of Garden Way Incorporated and acknowledged that he executed the foregoing document by authority of Garden Way Incorporated and for the uses and purposes therein expressed.

[Signature]
NOTARY

The foregoing assignment is hereby accepted:

MTD PRODUCTS INC

By: Ronald C. Housel
Its: EXEC. V.P. & CFO

STATE OF Delaware

COUNTY OF New Castle

On this 30th day of August, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared Ronald C. Housel to me known, and known to me to be the Exec VP & CFO of MTD Products Inc and acknowledged that he executed the foregoing document by authority of MTD Products Inc and for the uses and purposes therein expressed.

[Signature]
NOTARY

SCHEDULE A

<u>Serial #</u>	<u>Registration #</u>	<u>MARK</u>	<u>STATUS</u>
75-878124		GARDEN WAY BY TROY-BILT	Allowed
75-611088		GARDEN WAY BY TROY-BILT	Allowed
75-611089		TROY-BILT BRONCO	Pending
74-138113	1,672,544	(Design only)	Registered
74-075490	1,647,208	(Design only)	Registered
73-435476	1,342,652	(Design only)	Registered
73-400451	1,278,680	(Design only)	Registered
73-296380	1,205,536	(Design only)	Registered
73-253927	1,168,274	(Design only)	Registered
74-694224	1,988,402	BLUE RIBBON TROY-BILT PARTS & ACCESSORIES (and Design)	Registered
74-153499	1,682,667	BOLENS	Registered
73-339505	1,253,347	COONGRATULATIONS ON MOVINGUP TO THE JOY OF TROY-BILT TILLING...	Registered
73-746042	1,550,883	DURATRAC	Registered
73-629162	1,456,151	E-Z SPIN	Registered
73-562017	1,392,979	GARDEN WAY	Registered
73-355442	1,254,338	GARDEN WAY	Registered
73-352381	1,229,336	GARDEN WAY	Registered
73-483194	1,347,891	GARDEN WAY	Registered
73-718315	1,505,614	GARDEN WAY	Registered
74-500819	1,896,115	GARDEN WAY	Registered
73-711169	1,503,609	GARDEN WAY	Registered
75-848882	2,402,001	GARDEN WAY BY TROY-BILT	Registered
73-353157	1,245,055	GARDEN WAY IN-ROW WEEDER (and Design)	Registered
73-664654	1,471,208	GARDEN WAY SPEEDY HOE	Registered
73-581302	1,455,829	GARDEN WAY'S TROY-BILT FACTORY STORE (and Design)	Registered
73-368079	1,254,349	JUNIOR	Registered
74-179024	1,689,856	JUST ONE HAND	Registered

<u>Serial #</u>	<u>Registration #</u>	<u>MARK</u>	<u>STATUS</u>
73-285556	1,217,971	JUST ONE HAND	Registered
74-322744	1,786,486	LAZY BOY	Registered
73-746089	1,669,143	POWERPACKER (Stylized)	Registered
75-679132	2,332,409	PRO LINE	Registered
73-506181	1,338,813	QUALITY TO ELIMINATE THE HARD WORK FROM YARD WORK	Registered
73-687960	1,489,045	RENEGADE	Registered
73-585219	1,411,083	ROTO-ETTE	Registered
73-368080	1,254,350	ROTO-ETTE	Registered
73-255773	1,195,681	THE GARDEN WAY MARKETPLACE	Registered
73-576765	1,406,482	TRAIL BLAZER (Stylized)	Registered
73-428520	1,286,866	TROY-BILT	Registered
73-240919	1,175,295	TROY-BILT	Registered
73-368078	1,258,484	TROY-BILT	Registered
73-424385	1,289,838	TROY-BILT	Registered
73-772371	1,547,276	TROY-BILT	Registered
73-562016	1,392,978	TROY-BILT	Registered
73-240920	1,173,920	TROY-BILT	Registered
73-240863	1,172,869	TROY-BILT	Registered
74-598669	1,935,384	TROY-BILT	Registered
73-712497	1,503,610	TROY-BILT	Registered
74-478669	1,893,326	TROY-BILT	Registered
74-138358	1,675,798	TROY-BILT (and Design)	Registered
74-614315	1,937,284	TROY-BILT (and Design)	Registered
74-075532	1,649,292	TROY-BILT (and Design)	Registered
74-075531	1,645,805	TROY-BILT (Stylized)	Registered
74-137980	1,672,543	TROY-BILT (Stylized)	Registered
74-478745	1,893,327	TROY-BILT EASY PAY PLAN	Registered
73-580923	1,409,945	TROY-BILT FACTORY STORE (and Design)	Registered
73-355443	1,229,319	TROY-BILT JUNIOR	Registered
73-562020	1,392,147	TUFF-CUT	Registered
73-721021	1,507,854	TUFFY	Registered
73-657411	1,466,988	VACU-CUT	Registered
75-400329	2,271,613	VERSATILLER	Registered

STATUS
 Registered
 Registered
 Registered
 Renewed
 Renewed
 Renewed
 Renewed
 Renewed
 Renewed

<u>Serial #</u>	<u>Registration #</u>	<u>MARK</u>
73-281054	1,185,474	W-W
73-281055	1,183,500	W-W GRINDER INC.
73-281053	1,181,866	W-W GRINDER INC. (and Design)
72-302886	902,078	BOLENS (Stylized)
71-547437	558,597	LAZY BOY (and Design)
73-163871	1,104,556	PONY
73-048423	1,034,653	TROY BILT (and Design)
72-281734	850,181	TROY-BILT
73-048425	1,038,947	TROY-BILT

W.W. & Co.
W.W. & Co.
W.W. & Co.

COMMON LAW TRADEMARK ASSIGNMENT

WHEREAS, Garden Way Incorporated, a New York corporation ("Assignor"), owns common law rights in and to the trademarks listed in Schedule A attached hereto and referenced, where applicable, by their federal trademark serial numbers (collectively referred to as the "Common Law Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 30, 2001, by and among Assignor, GWI Holding, Inc., a Delaware corporation, and MTD Consumer Group Inc, an Ohio corporation (the "Buyer"), Assignor has agreed to assign the aforesaid Common Law Trademarks to MTD Products Inc, the parent of Buyer ("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 Common Law Trademarks set forth in Schedule A together with the goodwill of the business symbolized by said Common Law Trademarks, including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date), effective as of August 31, 2001.

[signature page follows]

IN WITNESS WHEREOF, Assignor has signed this Common Law Trademark Assignment through its duly authorized representative, as of August 31, 2001.

GARDEN WAY INCORPORATED

By: [Signature]
Its: CEO

STATE OF Delaware)
COUNTY OF New Castle)

On this 30 day of August, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared William E. Redmond Jr. to me known, and known to me to be the CEO of Garden Way Incorporated and acknowledged that he executed the foregoing document by authority of Garden Way Incorporated and for the uses and purposes therein expressed.

[Signature]
NOTARY

The foregoing assignment is hereby accepted:

MTD PRODUCTS INC

By: [Signature]
Its: EXEC. VP & CFO

STATE OF Delaware)
COUNTY OF New Castle)

On this 30 day of August, 2001, 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 Exec. VP & CFO of MTD Products Inc and acknowledged that he executed the foregoing document by authority of MTD Products Inc and for the uses and purposes therein expressed.

[Signature]
NOTARY

SCHEDULE A

<u>Serial #</u>	<u>MARK</u>	<u>STATUS</u>
73-413695	GARDEN WAY	Abandoned
74-461018	WIDE CUT	Abandoned
75-555354	MASTER-TILL	Abandoned - No Statement Use
73-253928	(Design only)	Cancelled - Section 8
73-253926	(Design only)	Cancelled - Section 8
73-313554	(Design only)	Cancelled - Section 8
74-109055	"AN AMERICAN LEGEND CARING FOR THE LAND"	Cancelled - Section 8
73-435477	A WARM AND SUNNY PLACE FOR PLANTS AND PEOPLE	Cancelled - Section 8
74-089339	AN AMERICAN LEGEND CARING FOR THE LAND	Cancelled - Section 8
74-170136	AN AMERICAN LEGEND CARING FOR THE LAND	Cancelled - Section 8
73-687910	APACHE	Cancelled - Section 8
73-687891	CHEYENNE	Cancelled - Section 8
73-374696	DEAR DICK	Cancelled - Section 8
73-374694	DICK RAYMOND'S GARDEN	Cancelled - Section 8
73-374695	DICK RAYMOND'S GARDEN TIPS	Cancelled - Section 8
73-767051	EASY-TRAC	Cancelled - Section 8
73-657996	FROM THE MAKERS OF TROY-BILT ROTO TILLERS	Cancelled - Section 8
73-629116	GAR TIL	Cancelled - Section 8
73-277650	GARDEN GRAM	Cancelled - Section 8
74-256704	GARDEN WAY	Cancelled - Section 8
73-809607	GARDEN WAY	Cancelled - Section 8
73-732786	GARDENETTE	Cancelled - Section 8
74-138299	GRASS GRS REDUCTION SYSTEM (and Design)	Cancelled - Section 8
74-138296	GRASS REDUCTION SYSTEM	Cancelled - Section 8
74-138293	GRASS REDUCTION SYSTEM	Cancelled - Section 8
74-138311	GRS	Cancelled - Section 8
74-138297	GRS	Cancelled - Section 8
74-138298	GRS GRASS REDUCTION SYSTEM	Cancelled - Section 8
74-138313	GRS GRASS REDUCTION SYSTEM	Cancelled - Section 8
74-138314	GRS GRASS REDUCTION SYSTEM (and Design)	Cancelled - Section 8
73-609650	HOMEPLACE D-I-R-E-C-T (Stylized)	Cancelled - Section 8
74-277916	LAZY BOY	Cancelled - Section 8
73-687961	MAX	Cancelled - Section 8
74-138391	ONE STEP	Cancelled - Section 8
74-138000	ONE STEP	Cancelled - Section 8
73-183145	PARMI	Cancelled - Section 8
73-293119	SAVE YOUR HEART (Stylized)	Cancelled - Section 8
74-299839	SCISSOR CUT	Cancelled - Section 8
73-611409	SCISSORCUT	Cancelled - Section 8
73-457213	SPOTSHOT (Stylized)	Cancelled - Section 8

Serial #**MARK****STATUS**

73-334708	THE HOMEPLACE	Cancelled - Section 8
74-230728	THE ONE STEP ADVANTAGE	Cancelled - Section 8
74-230015	THE ONE STEP ADVANTAGE	Cancelled - Section 8
74-072297	THE TROY-BILT WAY OF GARDENING	Cancelled - Section 8
73-562165	TROY-BILT'S BEST (Stylized)	Cancelled - Section 8
73-687911	WICHITA	Cancelled - Section 8
73-687831	WICHITA-TRAVELER	Cancelled - Section 8
74-075528	WW GRINDER INC. (and Design) <i>Low</i> <i>MS</i>	Cancelled - Section 8
73-131691	EARTHMAKER	Expired
73-131692	G GARDENING NATURALLY EARTHMAKER (Stylized)	Expired
72-394019	GARDEN WAY	Expired
73-122690	GARDEN WAY LIVING CENTER	Expired
73-083807	MASTER-TILL	Expired
72-415967	PUFF-POKER (Stylized)	Expired
73-029034	TROY BILT WORM (and Design)	Expired
72-035520	WORK DODGER	Expired
N/A	3 IN 1 MOWERS	Common Law
N/A	TUFF TORQ TRANSAXLE	Common Law
N/A	SINGLE POINT HEIGHT ADJUSTMENT	Common Law
N/A	TUFF CUT MOWERS	Common Law
N/A	WIDE CUT MOWERS	Common Law

STATE TRADEMARK ASSIGNMENT

WHEREAS, Garden Way Incorporated, a New York corporation (“Assignor”), owns the state trademarks listed in Schedule A attached hereto together with the corresponding registrations for the goods and services listed (said registrations collectively referred to as the “Registrations”); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 30, 2001, by and between Assignor, GWI Holding, Inc., a Delaware corporation, and MTD Consumer Group Inc. an Ohio corporation (“Buyer”), Assignor has agreed to assign the aforesaid marks and Registrations to MTD Products Inc., the parent of Buyer (“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 trademarks and Registrations set forth in Schedule A together with the goodwill of the business symbolized by said trademarks and the Registrations, including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date) effective as of August 31, 2001.

[signature page follows]

WITNESS WHEREOF, Assigner has signed this State Trademark Assignment through its duly authorized representative, as of August 31, 2001.

GARDEN WAY INCORPORATED

By: [Signature]
Its: CHAIRMAN/CEO

STATE OF Delaware)

COUNTY OF New Castle)

On this 30 day of August, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared William E. Redmond Jr. to me known, and known to me to be the CEO of Garden Way Incorporated and acknowledged that he executed the foregoing document by authority of Garden Way Incorporated and for the uses and purposes therein expressed.

[Signature]
NOTARY

The foregoing assignment is hereby accepted:

MTD PRODUCTS INC

By: [Signature]
Its: EXEC VP & CFO

STATE OF Delaware)

COUNTY OF New Castle)

On this 30 day of August, 2001, 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 EXEC. VP & CFO of MTD Products Inc and acknowledged that he executed the foregoing document by authority of MTD Products Inc and for the uses and purposes therein expressed.

[Signature]
NOTARY

SCHEDULE A

<u>Trademark</u>	<u>State</u>	<u>Registration No.</u>	<u>Services</u>
TROY-BILT EASY PAY PLAN	New York	S13556	Credit services
TROY-BILT EASY PAY PLAN	New York	S13557	Credit services

CANADIAN TRADEMARK ASSIGNMENT

WHEREAS, Garden Way Incorporated, a New York corporation (“Assignor”), owns the Canadian trademark for the mark TROY-BILT, Registration No. TMA0255657 (“Registration”); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 30, 2001, by and among Assignor and MTD Consumer Group Inc, an Ohio corporation (“Buyer”), Assignor has agreed to assign the Registration to MTD Products Inc the parent of Buyer (“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 the Registration together with the goodwill of the business symbolized by said Registration. including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date), effective as of August 31, 2001.

[signature page follows]

WITNESS WHEREOF, Assignor has signed this Canadian Trademark Assignment through its duly authorized representative, as of August 31, 2001.

GARDEN WAY INCORPORATED

By: [Signature]
Its: CEO

STATE OF Delaware

COUNTY OF New Castle

On this 30 day of August, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared William E. Redmond Jr. to me known, and known to me to be the CEO of Garden Way Incorporated and acknowledged that he executed the foregoing document by authority of Garden Way Incorporated and for the uses and purposes therein expressed.

[Signature]
NOTARY

The foregoing assignment is hereby accepted:

MTD PRODUCTS INC

By: [Signature]
Its: EXEC VP & CFO

STATE OF Delaware

COUNTY OF New Castle

On this 30 day of August, 2001, 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 EXEC. VP & CFO of MTD Products Inc and acknowledged that he executed the foregoing document by authority of MTD Products Inc and for the uses and purposes therein expressed.

[Signature]
NOTARY

DOMAIN NAME TRANSFER AGREEMENT

WHEREAS. Garden Way Incorporated, a New York corporation ("Seller"), is the registrant of bolens.com, troybuilt.com, troybilt.com, troy-bilt.com, troy-built.com and gardenway.com (collectively, "Domain Names");

WHEREAS. Seller, GWI Holding, Inc., a Delaware corporation, and MTD Consumer Group, Inc., an Ohio corporation ("Purchaser"), have entered into an Asset Purchase Agreement dated as of July 30, 2001, pursuant to which Seller has agreed to transfer all rights, titles, and interests to the Domain Names to Purchaser.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby transfer all right, title, and interest to the Domain Names to Purchaser's parent, MTD Products Inc, including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date). Seller agrees to execute the Agreement to Transfer Domain Names for each of the aforementioned domain names attached hereto as Exhibits A-F.


GARDEN WAY, INCORPORATEDBy: Its: CHAIRMAN / CEODate: 8/31/01

EXHIBIT A

58542.1001

TRADEMARK
REEL: 002373 FRAME: 0195



NETWORK SOLUTIONS

Send this Agreement via fax to:
Network Solutions, Inc.
Attn: Registrant Change Group
Priority Service: fax (703) 464-4861
Standard Service: fax (703) 742-6950

OR Send this Agreement via Postal Mail or
Courier to:
Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Attn: Registrant Change Group
Phone: 1-800-779-1710 within the U.S. and
Canada
International: (703) 742-4777

**Registrant Name Change Agreement
Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement GARDENWAY.COM	
Choose your Service Level	<input type="checkbox"/> I choose the Priority Registrant Name Change Service . My RNCA will be processed in 2 business days.* I'll send this form via fax to (703) 464-4861.	<input type="checkbox"/> I choose the Standard Registrant Name Change Service . My RNCA will be processed in 3 to 6 weeks. I'll send this form via fax to (703) 742-6950.
	*For \$199 per domain name change, we will process your Registrant Transfer and Legal Name Change in two business days after receiving a complete and correct Registrant Name Change Agreement. The two-business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time each business day. Priority Service requests received after 3:00PM will be processed beginning on the next business day. To speak with a dedicated Priority RNCA representative, dial 1-877-379-3532 from the U.S. and Canada. Internationally, call +1 (703) 834-0433. Representatives are available from 9AM to 9PM Monday through Friday, Eastern Time.	
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com) Garden Way Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 1 Garden Way Rensselaer, NY 12144 USA	
	If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement MTD Products Inc.	
New Registrant's Address	Enter the correct address of the New Registrant 614 Liverpool Dr. Valley City, OH 44280-9717 USA	
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt	

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");

WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgment to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block

Current Registrant must complete below:		New Registrant must complete below:	
The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.			
Organization Garden Way Inc.		Organization MTD Products Inc.	
Signature		Signature	
Signor's Name (please print)		Signor's Name (please print)	
Active email address		Active email address	
Phone Number		Phone Number	
Date		Date	

Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature
	County of: _____
	State of: _____
	The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.
	Notary's Name (printed): _____
	Notary's Signature: _____
Date of notarization: _____	
My commission expires: _____	

If I selected the Priority Registrant Name Change Service Level, above, I agree to pay Network Solutions US\$199.00 per transaction. Below is my credit card information for this transaction. **I will fax this form to (703) 464-4861.**

Credit Card Type	_____
Credit Card Number	_____
Expiration Date	_____
Cardholder Name (printed)	_____
Card Holder Street Address	_____
City, State, Zip Code	_____
Today's Date	_____
Cardholder's Daytime Phone Number	_____
Cardholder Signature	_____

Did you remember to:

* **Have your document signed by someone with the ability to legally bind your organization?** For an organization, this includes people with titles such as CEO, Owner and President.

* **Make sure the domain name registration is in a paid status?** If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.

* **Have the current registrant's signature witnessed by a Notary Public?** The signature dates for the current registrant and the Notary Public must match.

* **Get a NIC-tracking number for the new organization's registration?** If you haven't already done so, complete a new Service Agreement Template for the new organization's registration at <http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt>

* **Include the RACE encoded version of your multilingual domain name?**
 We can process a registrant name change for any multilingual domain name you purchase from Network Solutions. In order to complete your request, we require the **RACE encoded version of your domain name** on your RNCA. We cannot perform a registrant name change unless you provide us with the RACE encoded version of your domain name.

EXHIBIT B



NETWORK SOLUTIONS

Send this Agreement via fax to:
Network Solutions, Inc.
Attn: Registrant Change Group
Priority Service: fax (703) 464-4861
Standard Service: fax (703) 742-6950

OR Send this Agreement via Postal Mail or
Courier to:
Network Solutions, Inc.
505 Hunnmar Park Drive
Herndon, VA 20170
Attn: Registrant Change Group
Phone: 1-800-779-1710 within the U.S. and
Canada
International: (703) 742-4777

**Registrant Name Change Agreement
Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement TROY-BUELT.COM	
Choose your Service Level	<input type="checkbox"/> I choose the Priority Registrant Name Change Service . My RNCA will be processed in 2 business days. * I'll send this form via fax to (703) 464-4861.	<input type="checkbox"/> I choose the Standard Registrant Name Change Service . My RNCA will be processed in 3 to 6 weeks. I'll send this form via fax to (703) 742-6950.
	*For \$199 per domain name change, we will process your Registrant Transfer and Legal Name Change in two business days after receiving a complete and correct Registrant Name Change Agreement. The two-business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time each business day. Priority Service requests received after 3:00PM will be processed beginning on the next business day. To speak with a dedicated Priority RNCA representative, dial 1-877-379-3532 from the U.S. and Canada. Internationally, call +1 (703) 834-0433. Representatives are available from 9AM to 9PM Monday through Friday, Eastern Time.	
Transfer the registration for the domain name from:	As per the WHOIS record (URL: http://www.networksolutions.com) Garden Way Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 1 Garden Way Rensselaer, NY 12144 USA	
	If the address you have entered above is different than the WHOIS record (URL: http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement MID Products Inc.	
New Registrant's Address	Enter the correct address of the New Registrant: 614 Liverpool Dr. Valley City, OH 44280-9717 USA	
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL: http://www.networksolutions.com/makechanges/rnca-service-agreement-5-1.txt	

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");

WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block

Current Registrant must complete below:		New Registrant must complete below:	
The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.			
Organization Garden Way Inc.		Organization MTD Products Inc.	
Signature		Signature	
Signor's Name (please print)		Signor's Name (please print)	
Active email address		Active email address	
Phone Number		Phone Number	
Date		Date	

Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature.
	County of: _____
	State of: _____
	The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block
	Notary's Name (printed): _____
	Notary's Signature: _____
Date of notarization: _____	
My commission expires: _____	

If I selected the Priority Registrant Name Change Service Level, above, I agree to pay Network Solutions US\$199.00 per transaction. Below is my credit card information for this transaction. **I will fax this form to (703) 464-4861.**

Credit Card Type	_____
Credit Card Number	_____
Expiration Date	_____
Cardholder Name (printed)	_____
Card Holder Street Address	_____
City, State, Zip Code	_____
Today's Date	_____
Cardholder's Daytime Phone Number	_____
Cardholder Signature	_____

Did you remember to:

- * **Have your document signed by someone with the ability to legally bind your organization?** For an organization, this includes people with titles such as CEO, Owner and President.

- * **Make sure the domain name registration is in a paid status?** If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.

- * **Have the current registrant's signature witnessed by a Notary Public?** The signature dates for the current registrant and the Notary Public must match.

- * **Get a NIC-tracking number for the new organization's registration?** If you haven't already done so, complete a new Service Agreement Template for the new organization's registration at <http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt>

- * **Include the RACE encoded version of your multilingual domain name?**
 We can process a registrant name change for any multilingual domain name you purchase from Network Solutions. In order to complete your request, we **require the RACE encoded version of your domain name** on your RNCA. We cannot perform a registrant name change unless you provide us with the RACE encoded version of your domain name.

EXHIBIT C



NETWORK SOLUTIONS™

Send this Agreement via fax to:
Network Solutions, Inc.
Attn: Registrant Change Group
Priority Service: fax (703) 464-4861
Standard Service: fax (703) 742-6950

OR Send this Agreement via Postal Mail or
Courier to:
Network Solutions, Inc.
505 Huntmar Park Drive
Herndon, VA 20170
Attn: Registrant Change Group
Phone: 1-800-779-1710 within the U.S. and
Canada
International: (703) 742-4777

**Registrant Name Change Agreement
Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement TROY-BILT.COM	
Choose your Service Level	<input type="checkbox"/> I choose the Priority Registrant Name Change Service . My RNCA will be processed in 2 business days. * I'll send this form via fax to (703) 464-4861.	<input type="checkbox"/> I choose the Standard Registrant Name Change Service . My RNCA will be processed in 3 to 6 weeks. I'll send this form via fax to (703) 742-6950.
	* For \$199 per domain name change, we will process your Registrant Transfer and Legal Name Change in two business days after receiving a complete and correct Registrant Name Change Agreement. The two-business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time each business day. Priority Service requests received after 3:00PM will be processed beginning on the next business day. To speak with a dedicated Priority RNCA representative, dial 1-877-379-3532 from the U.S. and Canada. Internationally, call +1 (703) 834-0433. Representatives are available from 9AM to 9PM Monday through Friday, Eastern Time.	
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com) Garden Way Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 1 Garden Way Rensselaer, NY 12144 USA	
	If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement MTD Products Inc.	
New Registrant's Address	Enter the correct address of the New Registrant 614 Liverpool Dr. Valley City, OH 44280-9717 USA	
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at: URL http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt	

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");

WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application: "New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgment to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block

Current Registrant must complete below:		New Registrant must complete below:	
The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.			
Organization Garden Way Inc.		Organization MTD Products Inc.	
Signature		Signature	
Signor's Name (please print)		Signor's Name (please print)	
Active email address		Active email address	
Phone Number		Phone Number	
Date		Date	

Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature
	County of: _____
	State of: _____
	The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.
	Notary's Name (printed): _____
	Notary's Signature: _____
Date of notarization: _____	
My commission expires: _____	

If I selected the Priority Registrant Name Change Service Level, above, I agree to pay Network Solutions US\$199.00 per transaction. Below is my credit card information for this transaction. **I will fax this form to (703) 464-4861.**

Credit Card Type	_____
Credit Card Number	_____
Expiration Date	_____
Cardholder Name (printed)	_____
Card Holder Street Address	_____
City, State, Zip Code	_____
Today's Date	_____
Cardholder's Daytime Phone Number	_____
Cardholder Signature	_____

Did you remember to:

* **Have your document signed by someone with the ability to legally bind your organization?** For an organization, this includes people with titles such as CEO, Owner and President.

* **Make sure the domain name registration is in a paid status?** If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.

* **Have the current registrant's signature witnessed by a Notary Public?** The signature dates for the current registrant and the Notary Public must match.

* **Get a NIC-tracking number for the new organization's registration?** If you haven't already done so, complete a new Service Agreement/Template for the new organization's registration at <http://www.networksolutions.com/makechanges/rnea/service-agreement-5-1.txt>

* **Include the RACE encoded version of your multilingual domain name?**

We can process a registrant name change for any multilingual domain name you purchase from Network Solutions. In order to complete your request, we require the RACE encoded version of your domain name on your RNCA. We cannot perform a registrant name change unless you provide us with the RACE encoded version of your domain name.

EXHIBIT D

TRADEMARK
REEL: 002373 FRAME: 0207



Send this Agreement via fax to:
 Network Solutions, Inc.
 Attn: Registrant Change Group
 Priority Service: fax (703) 464-4861
 Standard Service: fax (703) 742-6950

OR Send this Agreement via Postal Mail or
 Courier to:
 Network Solutions, Inc.
 505 Huntmar Park Drive
 Herndon, VA 20170
 Attn: Registrant Change Group
 Phone: 1-800-779-1710 within the U.S. and
 Canada
 International: (703) 742-4777

**Registrant Name Change Agreement
 Version 3.0 - Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement TROYBUILT.COM	
Choose your Service Level	<input type="checkbox"/> I choose the Priority Registrant Name Change Service . My RNCA will be processed in 2 business days.* I'll send this form via fax to (703) 464-4861.	<input type="checkbox"/> I choose the Standard Registrant Name Change Service . My RNCA will be processed in 3 to 6 weeks. I'll send this form via fax to (703) 742-6950.
	*For \$199 per domain name change, we will process your Registrant Transfer and Legal Name Change in two business days after receiving a complete and correct Registrant Name Change Agreement. The two-business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time each business day. Priority Service requests received after 3:00PM will be processed beginning on the next business day. To speak with a dedicated Priority RNCA representative, dial 1-877-379-3532 from the U.S. and Canada. Internationally, call +1 (703) 834-0433. Representatives are available from 9AM to 9PM Monday through Friday, Eastern Time.	
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com) Garden Way Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 1 Garden Way Rensselaer, NY 12144 USA	
	If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement MTD Products Inc.	
New Registrant's Address	Enter the correct address of the New Registrant 614 Liverpool Dr. Valley City, OH 44280-9717 USA	
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL http://www.networksolutions.com/makechanges/mca/service-agreement-5-1.txt	

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");

WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block

Current Registrant must complete below:	New Registrant must complete below:
The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.	
Organization Garden Way Inc.	Organization MTD Products Inc.
Signature	Signature
Signor's Name (please print)	Signor's Name (please print)
Active email address	Active email address
Phone Number	Phone Number
Date	Date

Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature.
	County of: _____
	State of: _____
	The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.
	Notary's Name (printed): _____
	Notary's Signature: _____
Date of notarization: _____	
My commission expires: _____	

If I selected the Priority Registrant Name Change Service Level, above, I agree to pay Network Solutions US\$199.00 per transaction. Below is my credit card information for this transaction. **I will fax this form to (703) 464-4861.**

Credit Card Type	_____
Credit Card Number	_____
Expiration Date	_____
Cardholder Name (printed)	_____
Card Holder Street Address	_____
City, State, Zip Code	_____
Today's Date	_____
Cardholder's Daytime Phone Number	_____
Cardholder Signature	_____

Did you remember to:

- * **Have your document signed by someone with the ability to legally bind your organization?** For an organization, this includes people with titles such as CEO, Owner and President.
- * **Make sure the domain name registration is in a paid status?** If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.
- * **Have the current registrant's signature witnessed by a Notary Public?** The signature dates for the current registrant and the Notary Public must match.
- * **Get a NIC-tracking number for the new organization's registration?** If you haven't already done so, complete a new Service Agreement/Template for the new organization's registration at <http://www.networksolutions.com/makechanges/mca/service-agreement-5-1.txt>
- * **Include the RACE encoded version of your multilingual domain name?**
We can process a registrant name change for any multilingual domain name you purchase from Network Solutions. In order to complete your request, **we require the RACE encoded version of your domain name** on your RNCA. We cannot perform a registrant name change unless you provide us with the RACE encoded version of your domain name.

EXHIBIT E

TRADEMARK
REEL: 002373 FRAME: 0211



Send this Agreement via fax to:
 Network Solutions, Inc.
 Attn: Registrant Change Group
 Priority Service: fax (703) 464-4861
 Standard Service: fax (703) 742-6950

OR Send this Agreement via Postal Mail or
 Courier to:
 Network Solutions, Inc.
 505 Huntmar Park Drive
 Herndon, VA 20170
 Attn: Registrant Change Group
 Phone: 1-800-779-1710 within the U.S. and
 Canada
 International: (703) 742-4777

**Registrant Name Change Agreement
 Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement TROYBILT.COM	
Choose your Service Level	<input type="checkbox"/> I choose the Priority Registrant Name Change Service . My RNCA will be processed in 2 business days. * I'll send this form via fax to (703) 464-4861.	<input type="checkbox"/> I choose the Standard Registrant Name Change Service . My RNCA will be processed in 3 to 6 weeks. I'll send this form via fax to (703) 742-6950.
	*For \$199 per domain name change, we will process your Registrant Transfer and Legal Name Change in two business days after receiving a complete and correct Registrant Name Change Agreement. The two-business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time each business day. Priority Service requests received after 3:00PM will be processed beginning on the next business day. To speak with a dedicated Priority RNCA representative, dial 1-877-379-3532 from the U.S. and Canada. Internationally, call +1 (703) 834-0433. Representatives are available from 9AM to 9PM Monday through Friday, Eastern Time.	
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com) Garden Way Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 1 Garden Way Rensselaer, NY 12144 USA	
	If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement MTD Products Inc.	
New Registrant's Address	Enter the correct address of the New Registrant 614 Liverpool Dr. Valley City, OH 44280-9717 USA	
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL http://www.networksolutions.com/makechanges/mca/service-agreement-5-1.txt	

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");

WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block

Current Registrant must complete below:	New Registrant must complete below:
------------------------------------------------	--------------------------------------------

The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.

Organization Garden Way Inc.	Organization MTD Products Inc.
Signature	Signature
Signor's Name (please print)	Signor's Name (please print)
Active email address	Active email address
Phone Number	Phone Number
Date	Date

Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature.
	County of: _____
	State of: _____
	The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.
	Notary's Name (printed): _____
	Notary's Signature: _____
Date of notarization: _____	
My commission expires: _____	

If I selected the Priority Registrant Name Change Service Level, above, I agree to pay Network Solutions US\$199.00 per transaction. Below is my credit card information for this transaction. **I will fax this form to (703) 464-4861.**

Credit Card Type	_____
Credit Card Number	_____
Expiration Date	_____
Cardholder Name (printed)	_____
Card Holder Street Address	_____
City, State, Zip Code	_____
Today's Date	_____
Cardholder's Daytime Phone Number	_____
Cardholder Signature	_____

Did you remember to:

- * **Have your document signed by someone with the ability to legally bind your organization?** For an organization, this includes people with titles such as CEO, Owner and President.
- * **Make sure the domain name registration is in a paid status?** If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.
- * **Have the current registrant's signature witnessed by a Notary Public?** The signature dates for the current registrant and the Notary Public must match.
- * **Get a NIC-tracking number for the new organization's registration?** If you haven't already done so, complete a new Service Agreement/Template for the new organization's registration at <http://www.networksolutions.com/makechanges/mca/service-agreement-5-1.txt>
- * **Include the RACE encoded version of your multilingual domain name?**
We can process a registrant name change for any multilingual domain name you purchase from Network Solutions. In order to complete your request, **we require the RACE encoded version of your domain name** on your RNCA. We cannot perform a registrant name change unless you provide us with the RACE encoded version of your domain name.

EXHIBIT F



Send this Agreement via fax to:
 Network Solutions, Inc.
 Attn: Registrant Change Group
 Priority Service: fax (703) 464-4861
 Standard Service: fax (703) 742-6950

OR Send this Agreement via Postal Mail or
 Courier to:
 Network Solutions, Inc.
 505 Huntmar Park Drive
 Herndon, VA 20170
 Attn: Registrant Change Group
 Phone: 1-800-779-1710 within the U.S. and
 Canada
 International: (703) 742-4777

**Registrant Name Change Agreement
 Version 3.0 – Transfers**

- To successfully complete this form, you will need the WHOIS record for the domain name. The WHOIS database can be found at URL <http://www.networksolutions.com>.
- Be sure all fields are completed in full.
- Once this form is complete, verify the information, read it, sign it and date it.
- An individual that has the apparent authority to legally bind the current Registrant must sign this form in the presence of a Notary Public. The Notary Public is required to notarize this form.
- An individual that has the apparent authority to legally bind the new Registrant must also sign this form. Notarization is not required for the new Registrant's signature.
- Make a copy of the Agreement for your records, then send it to Network Solutions at the address shown above.
- Or, if this domain name is the subject of litigation or a trademark dispute, send this Agreement to the attention of the Business Affairs Office at the address shown above.

Domain Name	One per Registrant Name Change Agreement BOLENS.COM	
Choose your Service Level	<input type="checkbox"/> I choose the Priority Registrant Name Change Service . My RNCA will be processed in 2 business days. * I'll send this form via fax to (703) 464-4861.	<input type="checkbox"/> I choose the Standard Registrant Name Change Service . My RNCA will be processed in 3 to 6 weeks. I'll send this form via fax to (703) 742-6950.
	*For \$199 per domain name change, we will process your Registrant Transfer and Legal Name Change in two business days after receiving a complete and correct Registrant Name Change Agreement. The two-business day turnaround for Priority Registrant Name Change Service is contingent upon NSI receiving complete and correct requests by 3:00 PM Eastern Standard Time each business day. Priority Service requests received after 3:00PM will be processed beginning on the next business day. To speak with a dedicated Priority RNCA representative, dial 1-877-379-3532 from the U.S. and Canada. Internationally, call +1 (703) 834-0433. Representatives are available from 9AM to 9PM Monday through Friday, Eastern Time.	
Transfer the registration for the domain name from:	As per the WHOIS record (URL http://www.networksolutions.com) Garden Way Inc.	
Current Registrant's Address	Enter the Registrant's Street Address, City, State, Country and ZIP if applicable 1 Garden Way Rensselaer, NY 12144 USA	
	If the address you have entered above is different than the WHOIS record (URL http://www.networksolutions.com), please explain below	
Current Registrant's Type of Business	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)	
Transfer the registration for the domain name to:	The name of the New Registrant entered here must match the name entered on line 3A of the Domain Name Registration Agreement or Service Agreement MTD Products Inc.	
New Registrant's Address	Enter the correct address of the New Registrant 614 Liverpool Dr. Valley City, OH 44280-9717 USA	
NIC Tracking Number	The NIC Tracking Number was sent in reply to the New Registrant's e-mail submission of a text version Service Agreement ("New Registrant's Application"). The text version of the Service Agreement can be found at URL http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt	

Terms and Conditions

The Current Registrant and the New Registrant enter into this Registrant Name Change Agreement as of the date executed by the final party hereto.

WHEREAS the Registrant and Network Solutions, Inc. ("Network Solutions") have entered into a Domain Name Registration Agreement or Service Agreement (the "Agreement") for the registration of the second-level domain name referenced in the block above headed Domain Name (the "Domain Name");

WHEREAS the New Registrant desires to register the Domain Name with Network Solutions and to that end has transmitted by electronic mail to Network Solutions a completed Service Agreement as application ("New Registrant's Application") for registration of the Domain Name;

WHEREFORE, in consideration of these premises, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Registrant's Relinquishment of the Domain Name: The Registrant hereby relinquishes its registration of the Domain Name and discharges Network Solutions from all obligations under the Agreement. The Registrant releases Network Solutions from all claims, liabilities or demands arising from the Agreement. The Registrant further acknowledges and agrees that it is not entitled to a refund of any fees it may have paid to Network Solutions. Nothing contained in this Registrant Name Change Agreement shall be construed as an assignment of the Registrant's rights under the Agreement. The Registrant hereby authorizes Network Solutions to take all steps necessary to register the Domain Name to the New Registrant, including without limitation, disassociating the Domain Name from the host servers designated by the Registrant without further notice.

2. New Registrant's Registration of the Domain Name: The New Registrant acknowledges that it has reviewed and understands the terms, conditions, representations and warranties of Network Solutions' Service Agreement in effect as of the date of the New Registrant's Application. The New Registrant, by signing and sending this Registrant Name Change Agreement to Network Solutions, agrees to be bound by and to perform in accordance with the terms and conditions of Network Solutions' current Service Agreement, incorporated herein by reference, which includes Network Solutions' current Domain Name Dispute Policy. The New Registrant specifically agrees to pay Network Solutions a new registration fee upon receipt of Network Solutions' invoice. The New Registrant also reaffirms the accuracy and completeness of all of the information contained in the New Registrant's Application. To the extent the terms and conditions of Network Solutions' current Service Agreement conflict with the terms and conditions of this Registrant Name Change Agreement, the terms and conditions of this Registrant Name Change Agreement shall prevail.

3. Effective Date of the New Registrant's Registration of the Domain Name: The New Registrant's registration of the Domain Name shall be effective upon Network Solutions' transmission of an acknowledgement to the New Registrant that the Domain Name has been registered to the New Registrant.

Signature Block

Current Registrant must complete below:		New Registrant must complete below:	
The undersigned represent and warrant that they possess the authority to legally bind the current and new registrant, respectively, of the domain name being transferred as per the Registrant Name Change Agreement.			
Organization Garden Way, Inc.		Organization MTD Products Inc.	
Signature		Signature	
Signor's Name (please print)		Signor's Name (please print)	
Active email address		Active email address	
Phone Number		Phone Number	
Date		Date	

Notarization	A notary public or its foreign equivalent must certify the Current Registrant's signature.
	County of: _____
	State of: _____
	The foregoing instrument was signed before me by the person whose name appears in the Current Registrant's signature block.
	Notary's Name (printed): _____
	Notary's Signature: _____
Date of notarization: _____	
My commission expires: _____	

If I selected the Priority Registrant Name Change Service Level, above, I agree to pay Network Solutions US\$199.00 per transaction. Below is my credit card information for this transaction. I will fax this form to (703) 464-4861.

Credit Card Type	_____
Credit Card Number	_____
Expiration Date	_____
Cardholder Name (printed)	_____
Card Holder Street Address	_____
City, State, Zip Code	_____
Today's Date	_____
Cardholder's Daytime Phone Number	_____
Cardholder Signature	_____

Did you remember to:

* **Have your document signed by someone with the ability to legally bind your organization?** For an organization, this includes people with titles such as CEO, Owner and President.

* **Make sure the domain name registration is in a paid status?** If not, check the payment status now on our home page at www.networksolutions.com. From this page, select Make Payments, then choose Make Payment for Your New Domain Name. Enter your domain name and click OK.

* **Have the current registrant's signature witnessed by a Notary Public?** The signature dates for the current registrant and the Notary Public must match.

* **Get a NIC-tracking number for the new organization's registration?** If you haven't already done so, complete a new Service Agreement/Template for the new organization's registration at <http://www.networksolutions.com/makechanges/rnca/service-agreement-5-1.txt>

* **Include the RACE encoded version of your multilingual domain name?**

We can process a registrant name change for any multilingual domain name you purchase from Network Solutions. In order to complete your request, we **require the RACE encoded version of your domain name** on your RNCA. We cannot perform a registrant name change unless you provide us with the RACE encoded version of your domain name.

CLOSING DATE CERTIFICATE

This Certificate is furnished pursuant to the Asset Purchase Agreement by and among GWI Holding Inc., Garden Way Incorporated (collectively "Seller") and MTD Consumer Group Inc ("Buyer") dated as of August 31, 2001, (the "Agreement"). All capitalized terms herein shall have the same meaning ascribed to them in the Agreement.

The undersigned hereby certify that the Closing of the Agreement shall be August 31, 2001, at 11:59 p.m.

Notwithstanding the foregoing, all terms and conditions of the Agreement shall remain in full force and effect. The undersigned have executed this Closing Date Certificate as of the 31st day of August 2001.

MTD CONSUMER GROUP INC

By: Jean Hlay 8/31/01
Jean Hlay
Vice President and Controller

"Buyer"

GARDEN WAY INCORPORATED

By: [Signature] 8/31/01
William E. Redmond, President

"Seller"

GWI HOLDING INC.

By: [Signature] 8/31/01
William E. Redmond, President

"Seller"

FOREIGN TRADEMARK ASSIGNMENT

WHEREAS, Garden Way Incorporated (“Assignor”), a New York corporation, owns the trademarks listed in Schedule A attached hereto with the corresponding trademark registrations (collectively referred to as the “Registrations”); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 30, 2001, by and among Assignor and MTD Consumer Group, Inc (“Buyer”), an Ohio corporation, Assignor has agreed to assign the aforesaid marks and Registrations to MTD Products Inc, parent of Buyer (“Assignee”);

NOW, THEREFORE, for good 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 Registrations, including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date) effective as of August 31, 2001. Assignor agrees to execute any and all documents, which are required to perfect the assignment of the marks and Registrations set forth in Schedule A, including, but not limited to, all documents required by the respective foreign Trademark Offices.

[signature page follows]

IN WITNESS WHEREOF, Assignor has signed this Foreign Trademark Assignment through its duly authorized representative, as of August 31, 2001.

GARDEN WAY INCORPORATED

By: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____ to me known, and known to me to be the _____ of Garden Way, Inc. and acknowledged that he executed the foregoing document by authority of Garden Way, Inc. and for the uses and purposes therein expressed.

NOTARY

The foregoing assignment is hereby accepted:

MTD CONSUMER GROUP INC

By: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____ to me known, and known to me to be the _____ of MTD Consumer Group, Inc and acknowledged that he executed the foregoing document by authority of MTD Consumer Group, Inc and for the uses and purposes therein expressed.

NOTARY

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L:\docs\780158\Garden Way\Foreign Trademark Assignment.doc

SCHEDULE A

<u>Case #</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. #</u>	<u>Reg. Date</u>
0979.067	United Kingdom	BOLENS	Registered	1,577,605	07/07/94
0979.069	New Zealand	BOLENS	Registered	226,968	02/09/96
0979.070	New Zealand	BOLENS	Registered	226,969	02/09/96
0979.071	United Kingdom	BOLENS	Registered	1,529,372	03/08/93
0979.076	Australia	BOLENS	Registered	8,280,533	07/31/74
0979.077	Benelux	BOLENS	Registered	303,845	08/06/71
0979.078	France	BOLENS	Registered	1,507,268	08/30/88
0979.079	Germany	BOLENS	Registered	2,067,882	06/15/94
0979.080	Saudi Arabia	BOLENS	Registered	305/26	04/18/94
0979.081	Sweden	BOLENS	Registered	254,663	01/21/94
0979.093	Bolivia	GARDEN WAY	Registered	44,773	03/31/86
0979.094	Bolivia	GARDEN WAY	Registered	44,774	03/31/86
0979.096	China	GARDEN WAY	Registered	674,608	01/21/94
0979.097	China	GARDEN WAY	Registered	673,562	01/14/94
0979.098	France	GARDEN WAY	Registered	1,646,581	02/26/91
0979.099	Mexico	GARDEN WAY	Registered	354,737	05/25/88
0979.100	United Kingdom	GARDEN WAY	Registered	1,304,441	03/19/87
0979.152	Benelux	TROY-BILT	Registered	531,810	05/26/93
0979.153	Bolivia	TROY-BILT	Registered	44,775	03/31/86
0979.156	France	TROY-BILT	Registered	1,646,582	02/26/91
0979.157	Mexico	TROY-BILT	Registered	273,351	04/23/82
0979.158	Morocco	TROY-BILT	Registered	38,194	12/04/86
0979.159	Nigeria	TROY-BILT	Registered	39,814	07/16/81
0979.160	Saudi Arabia	TROY-BILT	Registered	305/27	04/18/94

WORLD WIDE TRADEMARK ASSIGNMENT

WHEREAS, Garden Way, Incorporated ("Assignor"), a New York corporation, owns various foreign trademarks, including, but not limited to registered and common law trademarks, throughout the world; and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of _____, 2001, by and among Assignor and MTD Consumer Group, Inc ("Assignee"), an Ohio corporation, among others, Assignor has agreed to assign any and all of the aforesaid trademarks, with the exception of those trademarks relating exclusively to the Debris Product Line as defined in the Asset Purchase Agreement, (collectively referred to as the "Trademarks") to Assignee;

NOW, THEREFORE, for good 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 Trademarks together with the good will of the business symbolized by said Trademarks, including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date) effective as of _____, 2001. Assignor agrees to execute any and all documents, which are required to perfect the assignment of the Trademarks, including, but not limited to, all documents required by the respective foreign Trademark Offices.

[signature page follows]

WORLD WIDE PATENT ASSIGNMENTS

This **WORLD WIDE PATENT ASSIGNMENT** is given as of the _____ day of _____ 2001, by **GARDEN WAY, INCORPORATED**, a New York corporation, ("Seller") to **MTD CONSUMER GROUP, INC**, an Ohio corporation ("Purchaser").

WHEREAS, Seller and Purchaser, among others, have entered into the Asset Purchase Agreement dated as of _____, 2001 pursuant to which Seller has agreed to assign to Purchaser its rights, titles and interests in and to any and all of its foreign patents and patent applications, with the exception of those patents relating exclusively to the Debris Product Line as defined in the Asset Purchase Agreement, (collectively referred to as the "Patents").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which Seller hereby acknowledges, Seller hereby assigns, transfers, and conveys its rights, titles, and interests, including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date), in and to the Patents to Purchaser. Seller agrees to execute any and all documents that are required to perfect the assignment of the Patents, including, but not limited to, all documents which may be required by the respective foreign Patent Offices.

GARDEN WAY, INCORPORATED

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared _____ to me known, and known to me to be the _____ of Garden Way, Incorporated and acknowledges that he executed the foregoing document by authority of Garden Way, Incorporated and for the uses and purposes therein expressed.

NOTARY PUBLIC

L:\0200-0299\267\0002-0999\0871\Assignment\010830.kar WORLD WIDE PATENT ASSIGNMENT revised.doc

WORLD WIDE COPYRIGHT ASSIGNMENT

WHEREAS, Garden Way, Incorporated ("Assignor"), a New York corporation, owns various foreign works throughout the world; and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of _____, 2001, by and among Assignor and MTD Consumer Group, Inc ("Assignee"), an Ohio corporation, among others, Assignor has agreed to assign any and all of its copyrights in the aforementioned works, with the exception of those works relating exclusively to the Debris Product Line as defined in the Asset Purchase Agreement, (collectively referred to as the "Works") to Assignee;

NOW, THEREFORE, for good 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 that it has to all copyrights of the Works and all extensions and renewals thereof, to Assignor, including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date) effective as of _____, 2001. Assignor agrees to execute any and all documents, which are required to perfect the assignment of the Works, including, but not limited to, all documents required by the respective foreign Copyright Offices.

[signature page follows]

**ASSIGNMENT OF TRADEMARK
LICENSE AGREEMENTS**

WHEREAS, Garden Way Incorporated (“Assignor”), a New York corporation, owns the trademarks regarding Troy-Bilt TM which are licensed to MTD Products Inc pursuant to the terms and conditions of Trademark License Agreements dated July 1, 1999, regarding ride-on mowers and garden tractors, and January 3, 2001, regarding hand held string trimmers (collectively, “GWI/MTD Trademark License Agreements”); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 30, 2001, by and among Assignor, GWI Holding, Inc., a Delaware corporation, and MTD Consumer Group Inc, an Ohio corporation, Assignor, has agreed to assign the rights and obligations of Assignor under the GWI/MTD Trademark License Agreements to MTD Products Inc (“Assignee”), an affiliate of MTD Consumer Group Inc;

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, interest in and to and obligations as licensor under the GWI/MTD Trademark License Agreements including without limitation any and all rights to sue and collect damages for infringement (whether occurring before or after the above date) effective as of August 31, 2001.

[signature page follows]

IN WITNESS WHEREOF, Assignor has signed this Assignment of Trademark License Agreement through its duly authorized representative, as of August 31, 2001.

GARDEN WAY INCORPORATED

By: [Signature]
Its: Chairman / CEO

STATE OF Delaware)
COUNTY OF New Castle)

On this 30th day of August, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared William E. Redmond, Jr., to me known, and known to me to be the CEO of Garden Way Incorporated and acknowledged that he executed the foregoing document by authority of Garden Way Incorporated and for the uses and purposes therein expressed.

[Signature]
NOTARY

The foregoing assignment is hereby accepted:

MTD PRODUCTS INC

By: Ronald C. Houser
Its: Exec. V.P. & CFO

STATE OF Delaware)
COUNTY OF New Castle)

On this 30th day of August, 2001, 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 Exec VP & CFO of MTD Products Inc and acknowledged that he executed the foregoing document by authority of MTD Products Inc and for the uses and purposes therein expressed.

[Signature]
NOTARY

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:) Chapter 11
)
 GWI HOLDING INC., et. al.,) Case No. 01-10010 (SLR)
)
 Debtors.) (Jointly Administered)

8/30/01
 AS A TRUE COPY:
 ATTEST:

DAVID D. BIRD, CLERK
 U.S. BANKRUPTCY COURT

[Handwritten signature]
 Clerk

ORDER (i) APPROVING ASSET PURCHASE AGREEMENT WITH MTD CONSUMER GROUP INC., AND (ii) AUTHORIZING SALE OF ASSETS AND ASSUMPTION AND ASSIGNMENT OF LEASES AND ASSUMED CONTRACTS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND RESTRICTIONS, AND EXEMPT FROM ANY STAMP, TRANSFER, RECORDING OR SIMILAR TAX

UPON CONSIDERATION of the Motion of Garden Way Incorporated ("Garden Way") and GWI Holding Inc. ("GWI"), debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors"), For Orders Under 11 U.S.C. §§ 105, 363, 365 and 1146(c) and Fed. R. Bankr. P 6004 and 6006 (A)(i) Approving Asset Purchase Agreement with MTD Consumer Group Inc., and (ii) Authorizing Sale of Assets and Assumption and Assignment of Leases and Assumed Contracts Free and Clear of Liens, Encumbrances and Restrictions, and Exempt From Any Stamp, Transfer, Recording or Similar Tax; (B) Approving Sale Procedures Including, Without Limitation, Buyer Expense Amount, Termination Amount and Contingent Termination Amount; (C) Approving Form and Manner of Notice; (D) Scheduling a Hearing to Consider Final Approval of Asset Purchase Agreement; and (E) Granting Related Relief (the "Motion"); and notice of the Motion having been given to the Office of the United States Trustee for the District of Delaware, counsel for the Buyer, counsel for the Debtors' prepetition and postpetition lenders, counsel for the official committee appointed in these cases, all entities known to have asserted any Encumbrance in or upon the Property, each of the Debtors' known creditors, all federal, state and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by this Motion, all parties that have

expressed a bona fide interest in acquiring the Debtors' assets, the Office of the Director of Internal Revenue for the District of Delaware, the Internal Revenue Service and all parties to the Leases and Assumed Contracts proposed to be assumed and assigned under the Asset Purchase Agreement; and it appearing that no other or further notice is necessary under the circumstances: and hearings having been held on August 14, 2001 and August 23, 2001 regarding an Order (A) Approving Sale Procedures Including, Without Limitation, Buyer Expense Amount, Termination Amount and Contingent Termination Amount; (B) Approving Form and Manner of Notice; and (C) Scheduling A Hearing to Consider Final Approval of Asset Purchase Agreement (the "Sale Procedures"); and the Court having entered an order (the "Sale Procedures Order") approving the Sale Procedures and the manner and form of notice of the Motion (the "Sale Notice"); and upon consideration of higher and better counteroffers submitted not later than noon on August 29, 2001; and after a hearing on the approval of the Asset Purchase Agreement pursuant to the Sale Procedures Order held in the District Court for the District of Delaware, on August 30, 2001 (the "Sale Hearing"); and after reviewing pleadings filed by counsel to the Debtors and any objections to the Motion; and based on all of the evidence, including evidence proffered at the Sale Hearing, representations and offers of proof made by counsel, and argument of counsel, and on the entire record of the Sale Hearing and the cases, [all objections having been resolved, withdrawn or overruled]; and there appearing good cause therefor:

IT IS HEREBY FOUND AND CONCLUDED, pursuant to Rules 7052 and 9014 of the Bankruptcy Rules, that:

A. On July 30, 2001 (the "Petition Date"), the Debtors commenced these cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"). The Debtors manage their property as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

B. The Court has jurisdiction over the Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The Debtors have articulated good and sufficient reasons for authorizing the sale of the Debtors' assets (the "Purchased Assets") (other than Excluded Assets) to MTD Consumer Group Inc., an Ohio corporation (together with any designees, "MTD" or the "Buyer"), free and clear of liens, encumbrances and restrictions ("Encumbrances") and exempt under Section 1146 of the Bankruptcy Code from any stamp, transfer, recording or similar tax ("Taxes") pursuant to the terms of the Asset Purchase Agreement dated as of July 30, 2001 between the Debtors and the Buyer (the "Asset Purchase Agreement").

D. The Debtors have articulated good and sufficient reasons for approving such sales and assignments of unexpired leases and executory contracts (the "Leases and Assumed Contracts"), as being free and clear of Encumbrances and exempt from Taxes, pursuant to Sections 363(b), (d) and (f), and 365, of Bankruptcy Code and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

E. Capitalized terms defined in the Asset Purchase Agreement and not otherwise defined herein are used herein with the meanings so defined.

F. The Debtors have complied substantially with the notice procedures set forth in the Sale Procedures Order. The notice of and opportunity to be heard on the Motion were proper, timely, adequate and sufficient and meet the requirements of the applicable Bankruptcy Code sections and Bankruptcy Rules, are reasonably calculated to give actual notice of the relief contemplated hereby, and are appropriate under the circumstances.

G. Creditors, parties-in-interest and other entities have been afforded a reasonable opportunity to bid for the Purchased Assets, under the procedures set forth in the Sale Procedures Order, including the Auction.

H. All persons with Encumbrances on any of the Purchased Assets (a) have either consented to or have received notice and not objected to the sale of the Purchased Assets free and clear of such Encumbrances, with such Encumbrances to attach to the net proceeds of the sale,¹ or (b) could be compelled, in a legal or equitable proceeding, to accept monetary satisfaction of such Encumbrances.

I. The Buyer provided the Debtors with a \$8,812,200 letter of credit deposit.

J. The approval of the Asset Purchase Agreement and consummation of the transactions contemplated thereby, are in the best interests of the Debtors, their estates and their creditors. The determinations of the Debtors to enter into the Asset Purchase Agreement are within the reasonable business judgment of the Debtors. In light of the deteriorating condition of the Debtors' business, the beneficial terms of the Asset Purchase Agreement, the adequacy of the Sale Notice and the marketing effort for the Purchased Assets, and the good faith arm's length nature of the sale, there is good cause and sound business reason to conduct and approve a sale of substantially all of the Debtors' assets before confirmation, but in contemplation of a chapter 11 plan.

K. As a condition to the purchase of the Purchased Assets, the Buyer requires that such assets be sold free and clear of all Encumbrances and be exempt from Taxes and that the Buyer not have any liability for any liabilities of the Debtors or their estates except for the Assumed Liabilities.

L. The Purchased Assets are all property of the estates of the Debtors. No fees or commissions relating to the Purchased Assets are owed by the Debtors.

M. Prior to and during the pendency of the cases, the Debtors actively sought offers to purchase the Purchased Assets. The Buyer is not an insider of the Debtors. The Buyer is a good faith purchaser of all of the Purchased Assets within the meaning of section 363(m) of the Bankruptcy Code. No party has alleged any conduct that would constitute improper agreements or conduct under Bankruptcy Code Section 363(n). No party has engaged in any conduct that would permit the avoidance of the sale of the Purchased Assets to the Buyer, the recovery of excess value and other costs or the imposition of punitive damages, pursuant to Section 363(n) of the Bankruptcy Code.

N. It is necessary and appropriate, to ensure the validity of the sale contemplated hereby and to ensure compliance with this Sale Order, for this Court to retain jurisdiction to: (a) interpret and enforce the provisions of the Asset Purchase Agreement, the Motion and this Sale Order, (b) protect the Buyer, and any of the Purchased Assets, against any Encumbrance; (c) compel delivery to the Buyer of Purchased Assets in the possession of parties other than the Debtors, including determinations that any Purchased Asset was property of the estates as of the Closing Date and that there was consent to the extent required to the assumption and assignment of any Leases and Assumed Contracts that are included in the Purchased Assets; (d) resolve any disputes arising under or relating to the Asset Purchase Agreement, the Motion and this Sale Order; (e) determine the validity, extent and priority of (alleged) pre-Closing Encumbrances, from which the Purchased Assets have been sold free and clear, on the Purchased Assets and the proceeds of the sale contemplated hereby, and (f) hear contested matters,

¹ As used herein, "net proceeds" shall mean gross consideration received in respect of the

including those between contract counterparties and the Buyer, to determine the amounts, if any, due under the Leases and Assumed Contracts with respect to periods prior to the Closing.

O. It is in the best interests of the Debtors, their respective creditors and their respective estates that this Court enter this Sale Order authorizing and directing the Debtors, pursuant to Bankruptcy Code sections 105, 363 and 365: (a) to consummate the transactions contemplated by the Asset Purchase Agreement and the Motion; and (b) to sell the Purchased Assets to the Buyer as contemplated thereby, free and clear of all Encumbrances and exempt from Taxes, with all such Encumbrances attaching to the net proceeds of such sale.

P. Parties (other than the Debtors) to the Leases and Assumed Contracts have received adequate notice (including notice by publication) of, and opportunity to be heard on, (i) the Debtors' request for authority to assume and assign each of the Leases and Assumed Contracts and (ii) the provisions of this order providing that any such party that has not filed a timely objection to the relief sought herein shall be deemed to have consented to the assumption of such Leases and Assumed Contracts by the relevant Debtors and assignment of such Leases and Assumed Contracts to the Buyer.

Q. The Debtors have provided adequate assurance of payment of amounts necessary to cure defaults (within the meaning of section 365(b)(1)(A) of the Bankruptcy Code) under any of the Leases and Assumed Contracts, by virtue of (i) the assumption by the Buyer, on the terms provided in the Asset Purchase Agreement and this Order, of certain liabilities under such Leases and Assumed Contracts and (ii) the provisions of the Asset Purchase Agreement and this Order that provide for the payment by the Seller of certain liabilities in respect of such contracts.

Asset Sale net of reasonable and customary expenses related to the Asset Sale.

R. Adequate assurance of future performance (within the meaning of Bankruptcy Code section 365(b)(1)(C)) has been demonstrated for each of the Leases and Assumed Contracts, by virtue of the assumption by the Buyer, on the terms provided in the Asset Purchase Agreement, of liabilities under such Leases and Assumed Contracts. With respect to each Lease and Assumed Contract that is not a contract of the type contemplated by Bankruptcy Code Section 365(c)(1), any provision of such contract in the nature of a prohibition on assignment is an impermissible restriction on the assignment of such contract, void and unenforceable pursuant to Bankruptcy Code Section 365(f)(1). Each of the Leases and Assumed Contracts is an executory contract or unexpired lease within the meaning of those terms in Bankruptcy Code section 365. The Debtors have not made any motion to reject any of the Leases and Assumed Contracts and the time to assume each of the Leases and Assumed Contracts has not expired.

S. There is a need to consummate the transactions contemplated hereby as rapidly as possible, due to the seasonal nature of the Debtors' business and the current need to expend funds, which is reducing the recovery to creditors. Accordingly, there is cause to lift the stays of execution of this Sale Order contemplated by Bankruptcy Rules 6004(g) and 6006(d).

WHEREUPON, IT IS HEREBY ORDERED THAT:

Approval of Sale Free and Clear

1. The findings of fact set forth above and conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law later shall be determined to be a finding of fact, it shall be so deemed.

2. The Motion is granted as set forth herein. The Asset Purchase Agreement is hereby approved as modified herein or by previous orders of the Court.

3. The Asset Purchase Agreement is hereby assumed pursuant to section 365 of the Bankruptcy Code; provided, however, notwithstanding such assumption, the Debtors' sole liability and the Buyer's sole remedies shall be limited to those liabilities and remedies, as the case may be, that are expressly set forth in the Asset Purchase Agreement.

4. The Debtors are authorized and directed to consummate the transactions contemplated by the Asset Purchase Agreement, the Motion and this Sale Order and to sell the Purchased Assets to the Buyer pursuant to the Asset Purchase Agreement.

5. Effective upon the Closing, the Purchased Assets shall be exempt from Taxes and transferred to the Buyer free and clear of all Encumbrances, including without limitation all liens, encumbrances and restrictions and the Buyer shall assume and pay, fulfill, discharge, perform and satisfy the Assumed Liabilities, no later than the later of (i) 90 days after the Closing, and (ii) 30 days after the applicable payee provides the Buyer information reasonably requested by the Buyer related to the applicable Assumed Liability. Any such request for additional information shall be made by the Buyer within 30 days of the Closing. The Purchased Assets shall not include the Excluded Assets.

6. Effective upon the Closing, all entities (as defined in the Bankruptcy Code) and their respective successors and assigns are forever barred and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding, against the Buyer and its successors and assigns with respect to any Encumbrance. Effective upon the Closing, all entities (as defined in the Bankruptcy Code) and their respective successors and assigns with Encumbrances on any of the Purchased Assets as of the date hereof are forever barred from

asserting such Encumbrances against the Purchased Assets in any foreclosure, private sale to exercise remedies of a secured creditor or similar judicial or nonjudicial remedy. Effective upon the Closing, the Buyer shall have no liability for any claims (as defined in Bankruptcy Code Section 101(5)) against the Debtors, including the liabilities not assumed by the Buyer, except as expressly provided in the Asset Purchase Agreement.

7. Effective upon the Closing, all Encumbrances on the Purchased Assets, except for the Assumed Liabilities, as of the Closing are hereby deemed to attach in the order of their priority, with the same validity, force and effect that such Encumbrances now have on the Purchased Assets, to the net proceeds of the sale of the Purchased Assets, subject to any defenses, counterclaims, rights of avoidance and rights under Section 506(c) of the Bankruptcy Code held by the Debtors' estates. Nothing contained herein shall be deemed to be an acknowledgement or consent by the Debtors as to the amount, priority or allowance of any claim or the validity, force and effect of any Encumbrance.

8. As set forth in section 1.04 of the Asset Purchase Agreement, from and after the Closing and consistent with 365(k) of the Bankruptcy Code, the Debtors shall not be responsible for any Assumed Liability and all holders of Assumed Liabilities are hereby enjoined from asserting or prosecuting any claim or cause of action against the Debtors or their estates to recover any claim that is an Assumed Liability.

Assumption and Assignment of Leases and Assumed Contracts

9. The Debtors are directed to pay all prepetition cure amounts under the Leases and Assumed Contracts, as set forth on Schedule A attached hereto (the "Prepetition Cure Amounts") so that all such payments are made not later than the later (i) the date agreed to between the Debtors and the party asserting such Prepetition Cure Amount or (ii) the 45th day after there is a final order of the Bankruptcy Court that sets the Prepetition Cure Amount for such

Leases and Assumed Contracts, which order is no longer subject to appeal and for which no appeal is pending and no stay pending appeal is in force. The validity of the assumption, assignment and sale to Buyer shall not be affected by any dispute regarding the payment of the Prepetition Cure Amount.

10. With respect to the Leases and Assumed Contracts, the Debtors are hereby authorized to assume all such agreements pursuant to Section 365(a) of the Bankruptcy Code, and authorized and directed to assign such agreements to the Buyer pursuant to Section 365(f) of the Bankruptcy Code. With respect to each Lease and Assumed Contract and notwithstanding the provisions of the preceding paragraph, each party (other than the Debtor assuming and assigning such contract) thereto that has not filed a timely objection to the assumption and assignment of the applicable Lease and Assumed Contract, is hereby (a) forever barred and estopped from asserting or claiming against the Debtors, the Buyer or any other assignee of such Lease and Assumed Contract that payment of any cure amounts are owing and/or any conditions to assumption or assignment must be satisfied and (b) all parties who have failed to raise with particularity that such party's consent is required for the Debtors to assume and assign such Lease and Assumed Contract, is hereby deemed to have given the consent contemplated by Bankruptcy Code Section 365(c)(1)(B) and (f)(1) to the assumption of such Lease and Assumed Contract by the relevant Debtors and the assignment of such Lease and Assumed Contract to the Buyer. The assumption of each Leases and Assumed Contracts shall be deemed effective upon the Closing. With respect to each of the Leases and Assumed Contracts, after application of this Order and the occurrence of the Closing, the Buyer shall for all purposes be deemed to be, and shall have all of the rights and interests of, the applicable Debtor as party to such Lease and Assumed Contract.

11. Each of the Leases and Assumed Contracts is in full force and effect and free from default, except as hereinafter provided:

(a) Pursuant to Section 365(b)(2) of the Bankruptcy Code, any default in such agreement arising from the insolvency or financial condition of the Debtors prior to the commencement of the case, or from the commencement by the Debtors of the case, is of no force and effect, null and void, and unenforceable;

(b) Pursuant to Section 365(f)(1) of the Bankruptcy Code, any defaults under such agreement arising from the assignment thereof by the Debtors to the Buyer are of no force and effect, null and void, and unenforceable; and

(c) Pursuant to Section 365(f)(3) of the Bankruptcy Code, any provision of such agreement or applicable law that terminates or modifies, or permits a party other than the debtor to terminate or modify, such contract or lease or a right or obligation under such contract or lease on account of an assignment of such contract or lease, such contract, lease, right, or obligation may not be terminated or modified under such provision because of the assumption or assignment of such contract or lease by the relevant Debtor.

12. No default, liability, event or condition which now exists with respect to any Lease and Assumed Contract, or which accrues or arises at any time prior to the Closing, shall be grounds for termination by such party of such Lease and Assumed Contract or the Buyer's rights thereunder, unless the Debtors fail to pay a Prepetition Cure Amount (if any) for such Lease and Assumed Contract in accordance with the provisions of this Order. The Buyer has standing to litigate contested matters in this Court to determine Prepetition Cure Amounts due under each Lease and Assumed Contract.

13. The failure of any party (other than the Debtor seeking to assume and assign an Lease and Assumed Contract) to each of the Leases and Assumed Contracts or any other party to allege or assert, strictly in accordance with the provisions of the Sale Procedures Order, (i) any termination of such Lease and Assumed Contract occurring on or before the date of this Sale Order, (ii) any material waiver or failure to act, (iii) any act or statement contrary to the factual assertions set forth in the Motion or (iv) any objection or defense to the entry of this

Sale Order, shall forever bar such party, and its respective successors and assigns, from asserting the same in any case, proceeding or action, in law or equity, against the Debtors or the Buyer. and such claims shall be and hereby forever are barred, terminated and extinguished.

14. The Debtors shall continue to be liable for the payment of all amounts due or which accrue under each Lease and Assumed Contract from the Petition Date until assumption and contemporaneous assignment pursuant to this Order.

15. Pursuant to Bankruptcy Code Section 365(k), the Debtors shall not, from and after the Closing, have any obligation (including obligations with respect to breaches under) under any of the Leases and Assumed Contracts.

16. Notwithstanding anything contained herein or the Asset Purchase Agreement to the contrary, the Debtors shall be deemed to have assumed and assigned each Lease and Assumed Contract as of the date of and only upon the Closing, and absent such Closing, each Lease and Assumed Contract shall neither be deemed assumed nor assigned and shall in all respects be subject to further administration under the Bankruptcy Code.

Recordation and Release of Encumbrances

17. This Sale Order is deemed to operate as a release of all Encumbrances on the Purchased Assets as of the Closing. All holders, including any lender that has provided debtor-in-possession financing on a superpriority basis pursuant to Section 364(c) and 364(d) of the Bankruptcy Code, of Encumbrances on any of the Purchased Assets are hereby directed to prepare, and file promptly after the Closing, if such Encumbrances are recorded, releases of such Encumbrances reasonably satisfactory to the Buyer.

18. This Sale Order is binding on all filing agents and offices, all government departments and units, whether federal, state, local or of a foreign state (or subdivision thereof), who may be required by operation of law, or the duties of office or of contract, to accept, file,

register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets (all such entities being "Recording Officers"). All Recording Officers are authorized and specifically directed to strike all recorded Encumbrances against any of the Purchased Assets recorded prior to the date hereof such recorded Encumbrances that list the Buyer as the grantor, mortgagor or similar debtor party and/or to otherwise record this Sale Order at the request of the Buyer.

19. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system maintained by any Recording Officer.

Miscellaneous; Jurisdiction

20. The Debtors are hereby authorized to execute and deliver such closing and other confirmatory documents and to do such things as are necessary and appropriate, and as are reasonably requested by the Buyer, to implement and effectuate the provisions of this Order and the transactions approved hereby.

21. No bulk sales law, or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Asset Purchase Agreement, the Motion and this Sale Order.

22. Pursuant to Bankruptcy Code Section 1146(c), the sale, transfer and assignment of the Purchased Assets are deemed to be made under a chapter 11 plan and shall be exempt from the imposition and payment of any and all Taxes.

23. This Sale Order shall be effective immediately upon entry pursuant to Bankruptcy Rules 9014 and 7062. The stays provided for by Bankruptcy Rules 6004(g) and 6006(d) are hereby lifted. No automatic stay of execution applies with respect to this Sale Order.

24. This Court retains jurisdiction to:

(a) Interpret, implement and enforce the terms and provisions of this Sale Order (including the injunctive relief provided herein) and the Asset Purchase Agreement, any subsequent amendments to, modifications of, consents relating to, or waivers thereof or any related documents, including any escrow provisions and agreements established in connection with the transactions contemplated thereby;

(b) Protect the Buyer, and any of the Purchased Assets, against any Encumbrance;

(c) Compel delivery to the Buyer of Purchased Assets in the possession of parties other than the Debtors, including determinations that any Purchased Asset was property of the estates as of the Closing and that there was consent to the assumption and assignment of any Lease and Assigned Contract that is included in the Purchased Assets;

(d) Resolve any disputes arising under or relating to the Asset Purchase Agreement, the Motion and this Sale Order;

(e) Resolve contested matters, including those between the Buyer and contract counterparties, to determine the amounts due under any Lease and Assigned Contract with respect to any period prior to the Closing; and

(f) Adjudicate all issues concerning (alleged) pre-Closing Encumbrances on, and the proceeds of the sale of, the Purchased Assets.

25. Notwithstanding anything contained herein to the contrary, the Debtors

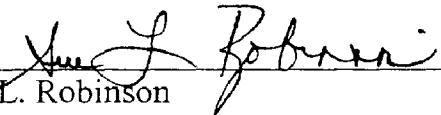
and the Buyer shall be entitled to make, if mutually agreed, modifications to the schedules to the Asset Purchase Agreement provided that such modifications are not inconsistent with the intent of the Asset Purchase Agreement and all affected parties consent to such modifications.

26. The provisions of the Asset Purchase Agreement, as modified herein or by previous orders of the Court, together with the provisions of this Sale Order, are binding on, and inure to the benefit of, the successors and assigns of the Debtors, their estates, creditors and shareholders, any trustee whether in chapter 11 or chapter 7 and any examiner with expanded powers, and receiver for the Debtors or assignee for the benefit of its creditors, and are binding on and inure to the benefit of the successors and assigns of the Buyer.

27. All proceeds of the sale of the Purchased Assets, other than proceeds due and payable to the Debtors' postpetition lenders upon the Closing of the sale of such Purchased Assets pursuant to the Final Order Authorizing Debtor in Possession to Enter Into Post-Petition Financing Pursuant to Sections 363 and 364 of the Bankruptcy Code and Providing Adequate Protection and Granting Liens, Security Interests and Superpriority Claims (the "Final DIP Order") and the Chapter 11 Financing and Security Agreement approved by this Court in the Final DIP Order, shall remain in the Debtors' estates in an interest-bearing account or accounts and be available for (i) the Debtors' use pursuant to a cash collateral stipulation or order, and any budget(s) incorporated or referred to therein, or (ii) distributions pursuant to a confirmed chapter 11 plan.

SO ORDERED.

Dated: Wilmington, Delaware
August 30, 2001



Sue L. Robinson
Chief United States District Judge

SCHEDULE A

AGREEMENT

Cure Amount

GWI/MTD Trademark License Agreements

\$0.00