

03-14-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102011602

Tab settings

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

1. Name of conveying party(ies):

Drip In Irrigation Company

2-12-02

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

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

3. Nature of conveyance:

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

Execution Date: October 31, 1998

2. Name and address of receiving party(ies)

Name: The Toro Company

Internal Address: Legal Department

Street Address: 8111 Lyndale Avenue South City: Bloomington State: MN Zip: 55420

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,189,907 and 2,250,054

Additional number(s) attached [] Yes [] No

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

Name: The Toro Company

Internal Address: R. Lawrence Buckley, Legal Dept.

Street Address: 8111 Lyndale Avenue South

City: Bloomington State: MN Zip: 55420

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 20-1315

DO NOT USE THIS SPACE

9. Signature.

R. L. Buckley Name of Person Signing

[Signature] Signature

Jan. 24, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002460 FRAME: 0197

1109907 0000152 201315 01 FC:461 02 FC:462

1. Name of conveying parties, continued:

Drip In, Inc.

Corporation – State California

and

GR Driplines Inc.

Corporation – State California

BILL OF SALE / ASSIGNMENT & ASSUMPTION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DRIP IN IRRIGATION COMPANY ("Seller"), a California general partnership, hereby sells, assigns, transfers and conveys unto THE TORO COMPANY ("TORO"), a Minnesota corporation, all of its rights, title and interest in and to all of Seller's assets of every kind, including but not limited to the following:

- (1) Inventories, equipment, real property, fixtures, intellectual property, business records, goodwill and all other property, whether tangible or intangible; and
- (2) All leases, whether of personal or real property, and all other contracts, agreements, licenses, commitments, arrangements and permissions to which Seller is a party, and all amendments and extensions and renewals thereof.

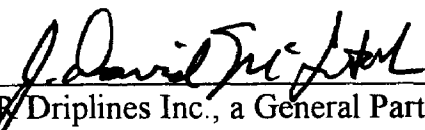
In consideration of the foregoing, TORO shall assume, pay, perform in accordance with their terms or otherwise satisfy, from and after the date hereof, Seller's liabilities and obligations under each of the agreements referred to in paragraph (2) above, including but not limited to obligations with respect to employee benefit plans maintained by Seller, and shall assume all other liabilities and obligations of Seller of any nature whatsoever, whether fixed or contingent, known or unknown, and due or to become due. TORO also agrees to accept the property referred to in paragraph (1) with all liens or encumbrances as may exist thereon.

If any term of this agreement, or the application thereof to any person or circumstance shall to any extent be declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

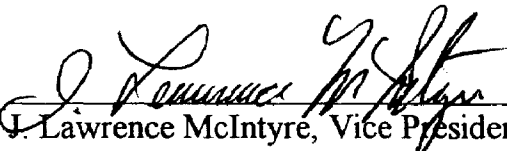
IN WITNESS WHEREOF, the parties have executed this agreement effective the 31st day of October, 1998.

DRIP IN IRRIGATION COMPANY

THE TORO COMPANY

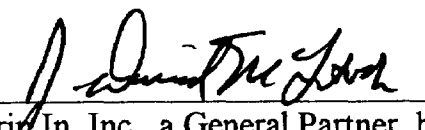


General Partner,
by J. David McIntosh, its President



J. Lawrence McIntyre, Vice President,
General Counsel & Secretary

- and -



Drip In, Inc., a General Partner, by
J. David McIntosh, its President

BILL OF SALE / ASSIGNMENT & ASSUMPTION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DRIP IN, INC. ("Seller"), a California corporation, hereby sells, assigns, transfers and conveys unto THE TORO COMPANY ("TORO"), a Minnesota corporation, all of its rights, title and interest in and to all of Seller's assets of every kind, including but not limited to the following:

- (1) Inventories, equipment, real property, fixtures, intellectual property, business records, goodwill, partnership interests, and all other property, whether tangible or intangible; and
- (2) All leases, whether of personal or real property, and all other contracts, agreements, licenses, commitments, arrangements and permissions to which Seller is a party, and all amendments and extensions and renewals thereof.

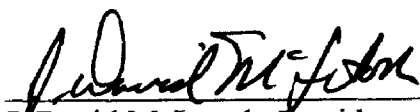
In consideration of the foregoing, TORO shall assume, pay, perform in accordance with their terms or otherwise satisfy, from and after the date hereof, Seller's liabilities and obligations under each of the agreements referred to in paragraph (2) above, and shall assume all other liabilities and obligations of Seller of any nature whatsoever, whether fixed or contingent, known or unknown, and due or to become due. TORO also agrees to accept the property referred to in paragraph (1) with all liens or encumbrances as may exist thereon.

If any term of this agreement, or the application thereof to any person or circumstance shall to any extent be declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.


IN WITNESS WHEREOF, the parties have executed this agreement effective the 31st day of October, 1998.

DRIP IN, INC.

THE TORO COMPANY



David McIntosh, President



Lawrence McIntyre, Vice President,
General Counsel & Secretary

BILL OF SALE / ASSIGNMENT & ASSUMPTION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GR DRIPLINES INC. ("Seller"), a California corporation, hereby sells, assigns, transfers and conveys unto THE TORO COMPANY ("TORO"), a Minnesota corporation, all of its rights, title and interest in and to all of Seller's assets of every kind, including but not limited to the following:

- (1) Inventories, equipment, real property, fixtures, intellectual property, business records, goodwill, partnership interests, and all other property, whether tangible or intangible; and
- (2) All leases, whether of personal or real property, and all other contracts, agreements, licenses, commitments, arrangements and permissions to which Seller is a party, and all amendments and extensions and renewals thereof.

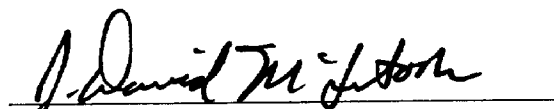
In consideration of the foregoing, TORO shall assume, pay, perform in accordance with their terms or otherwise satisfy, from and after the date hereof, Seller's liabilities and obligations under each of the agreements referred to in paragraph (2) above, and shall assume all other liabilities and obligations of Seller of any nature whatsoever, whether fixed or contingent, known or unknown, and due or to become due. TORO also agrees to accept the property referred to in paragraph (1) with all liens or encumbrances as may exist thereon.

If any term of this agreement, or the application thereof to any person or circumstance shall to any extent be declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

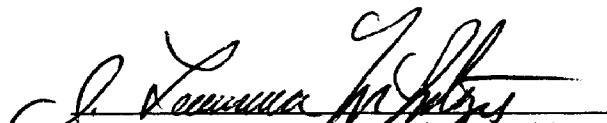
IN WITNESS WHEREOF, the parties have executed this agreement effective the 31st day of October, 1998.

GR DRIPLINES INC.

THE TORO COMPANY



J. David McIntosh, President



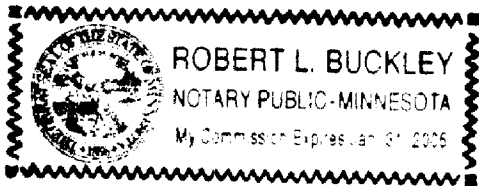
J. Lawrence McIntyre, Vice President,
General Counsel & Secretary

State of Minnesota)
Hennepin County) ss
United States of America)

I, R. Lawrence Buckley, as a notary public of the State of Minnesota, U.S.A., do hereby certify that the three attached documents, listed below, are true and correct photocopies of the original signed documents effective October 31, 1998.

1. Bill of Sale/Assignment & Assumption Agreement between Drip In Irrigation Company and The Toro Company.
2. Bill of Sale/Assignment & Assumption Agreement between Drip In, Inc. and The Toro Company.
3. Bill of Sale/Assignment & Assumption Agreement between GR Driplines Inc. and The Toro Company.

These documents evidence the transfer of asset ownership to The Toro Company.





Signature

January 23, 2002

Date