

06-04-2002

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



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

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

1. Name of conveying party(ies): 5-24-02 WCI Outdoor Products, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies) Name: Electrolux Professional Internal Outdoor Products, Inc. Address: Street Address: 18013 Cleveland Parkway #100 City: Cleveland State: OH Zip: 44135-0920 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State Ohio [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: December 30, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/079256 78/094926 B. Trademark Registration No.(s) Additional number(s) attached [ ] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Electrolux Professional Outdoor Products, Inc. Internal Address: Legal Department Street Address: 18013 Cleveland Parkway Suite 100 City: Cleveland State: OH Zip: 44135-0920

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 [ ] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 23-1710 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Cynthia M. Gaffney Signature Date: May 24, 2002

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

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**ASSIGNMENT, BILL OF SALE AND ASSUMPTION OF LIABILITIES**

**THIS INSTRUMENT** is effective as of the 30th day of December, 2001 (the "Effective Date"), by and between **WCI OUTDOOR PRODUCTS, INC.**, a Delaware corporation ("WCI Outdoor") and **ELECTROLUX PROFESSIONAL OUTDOOR PRODUCTS, INC.**, an Ohio corporation ("EPOP").

**RECITALS:**

- (A) WCI Outdoor is engaged in the U.S.A., *inter alia*, in the following businesses hereinafter collectively referred to as the "Business":
- (1) The Husqvarna Forest & Garden and Husqvarna Turf Care Divisions are engaged, *inter alia*, in the business of designing, distributing and marketing chain saws, clearing saws, trimmers, tractors and turf care products and component, replacement and service parts therefor from a facility located in Charlotte, North Carolina; and
  - (2) The Yazoo Kees Division is engaged, *inter alia*, in the business of designing, distributing, marketing and servicing chain saws, clearing saws, trimmers, garden equipment and component, replacement and service parts therefor from a facility located in Beatrice, Nebraska; and
  - (3) The Partner Dimas USA Division is engaged, *inter alia*, in the business of designing, distributing, marketing and servicing gas, hydraulic and electric power equipment utilizing diamond and abrasive saw blades, core bits and cutting wire for cutting and drilling concrete, masonry and stone, pavement, asphalt and tile; and component, replacement and service parts therefor from facilities located in Itasca, Illinois and Princeton, Illinois; and
- (B) WCI Outdoor desires to transfer to EPOP and EPOP desires to purchase from WCI Outdoor all of the assets, properties and businesses of WCI Outdoor used in the Business as they exist on the Effective Date (the "Transferred Assets") subject to the assumption by EPOP of all of the liabilities and obligations of WCI Outdoor with respect to the Business as they exist on and after the Effective Date (the "Assumed Liabilities"); provided, however, that Assumed

Liabilities shall in no event include any intercompany debt owing to Electrolux North America, Inc.; and

- (C) WCI Outdoor intends these transfers to EPOP to be part of the same plan whereby earlier in 2001 WCI Outdoor purchased the assets of the Cushion Cut division and contributed such assets to EPOP in exchange for 10 shares of EPOP; and
- (D) WCI Outdoor further intends that these transfers to EPOP, together with the earlier transfer of the Cushion Cut assets to EPOP and the planned subsequent distribution to WCI Outdoor's sole shareholder of the EPOP stock owned by WCI Outdoor, will be a coordinated plan of reorganization under section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and will be treated as tax-free transactions under sections 355, 361, and 368(a)(1)(D) of such Code.

**NOW THEREFORE**, in consideration of the delivery by EPOP to WCI Outdoor of 97 shares of its common stock par value \$10.00, the receipt of which is hereby acknowledged, WCI Outdoor hereby conveys, assigns, transfers, and delivers, as of the Effective Date, possession to EPOP, its successors and assigns, of all of the right, title, and interest of WCI Outdoor in and to the Transferred Assets, including all of the following assets of the Business:

- (a) all real property leases;
- (b) all inventories of products and supplies;
- (c) all machinery, equipment, chattels, vehicles, furniture, fixtures, supplies, and other tangible property;
- (d) all policies of insurance;
- (e) all leases, leasehold improvements and rental agreements;
- (f) all contracts, agreements and franchises and rights thereunder, claims, demands and choses in action;
- (g) all cash on hand and in banks, deposits, accounts and notes receivable; and
- (h) all books of account, records, papers and documents, and all other rights, assets, properties and businesses whether tangible or intangible, real, personal or mixed and wherever situated, whether or not valued or included in the financial statements or books of account of WCI Outdoor;

**TO HAVE AND TO HOLD** the Transferred Assets hereby conveyed, transferred, assigned and set over, together with all rights, privileges and appurtenances with respect thereto;

And, WCI Outdoor, for itself and its successors and assigns, hereby covenants with EPOP, its successors and assigns, that it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, deeds, transfers, assignments, conveyances, powers of attorney and assurances as shall be reasonably required for the better assuring, and conveying to EPOP, its successors and assigns, of the Transferred Assets.

EPOP hereby accepts this Instrument and the conveyance, transfer and assignment of the Transferred Assets.

EPOP hereby does assume and agree to pay and perform all of the Assumed Liabilities of every kind and nature whatsoever, known and unknown, absolute or contingent.

This Instrument is not intended to, and shall not result in the waiver or release of any rights which WCI Outdoor may have under any insurance or indemnification contracts or agreements, and WCI Outdoor agrees that it will assert any and all such rights which it may have thereunder for the account of EPOP.

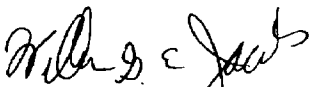
If any assignment or transfer of the Transferred Assets by WCI Outdoor would constitute, under the provisions of any contract or agreement, a breach thereof or impair the rights thereunder of WCI Outdoor, or EPOP, then this Instrument shall not be construed as an assignment or transfer of such contract or agreement, and in such an event, WCI Outdoor shall take all reasonable steps to obtain for EPOP all of the benefits of the same.

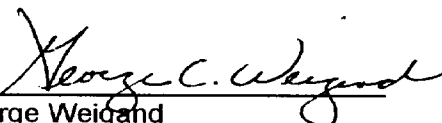
The parties hereto do not intend that the amount of the Assumed Liabilities transferred hereunder will exceed the amount of Transferred Assets. However, to the extent this occurs, adjustments to reduce the amount of Assumed Liabilities to equal the amount of the Transferred Assets may be made by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed.

Attest:

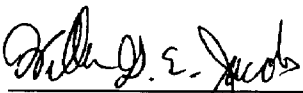
WCI OUTDOOR PRODUCTS, INC.

  
\_\_\_\_\_  
William G.E. Jacobs  
Assistant Secretary

BY:   
\_\_\_\_\_  
George Weigand  
Senior Vice President and Chief Financial Officer

Attest:

ELECTROLUX PROFESSIONAL OUTDOOR  
PRODUCTS, INC.

  
\_\_\_\_\_  
William G.E. Jacobs  
Assistant Secretary

BY:   
\_\_\_\_\_  
Mark Russell  
Vice President