

11-07-2002

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-1100 (exp. 4/94) 10-8-02



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

102274493

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

1. Name of conveying party(ies)
CTB, INC.
Individual(s) Association
General Partnership Limited
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: CTB IP, INC.
Internal Address: 300 DELAWARE AVENUE
9TH FLOOR, DE-5403
WILMINGTON, DELAWARE 19801
Street Address: SAME AS ABOVE
City: State: Zip:
Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Securing Agreement Change of Name
Other
Execution Date: SEPTEMBER 25, 2002

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
SEE SCHEDULE A ATTACHED HERETO
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
SEE SCHEDULE A ATTACHED HERETO

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: DAVID J. MARR, ESQ.
Internal Address: TREXLER, BUSHNELL, GIANGIORGI BLACKSTONE & MARR, LTD. 105 West Adams Street Chicago, IL 60603
Street Address: same
City: State: Zip:

6. Total number of applications and registrations involved: 8
7. Total fee (37 CFR 3.41)..... \$ 215.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 20-1495
(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.
David J. Marr Signature
October 4, 2002 Date

11/06/2002 LMUELLER 00000107 1759739
01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

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

**SCHEDULE A**

<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Mark</u></b>
1,759,739	03/23/93	SHENANDOAH
1,215,679	11/09/82	SHENANDOAH
1,162,611	07/28/81	S and Design
1,759,740	03/23/93	SHENANDOAH & Design
2,114,575	11/18/97	BLOWER-IN-A-DRAWER
2,420,071	01/09/01	HORIZON

<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Mark</u></b>
76/426,331	06/28/02	SHEN BEAM
76/428,482	07/08/02	SHEN-A-TROL

## **ASSIGNMENT OF TRADEMARKS**

WHEREAS, CTB, INC., an Indiana corporation, having an address at State Road 15 North, Milford, Indiana 46542-2000, the United States of America (hereinafter "ASSIGNOR") has adopted and is using the trademarks listed on the attached Schedule A (as well as any related trademarks not listed on Schedule A but related in any way to the product lines associated with the trademarks listed on Schedule A) incorporated by reference herein, which trademarks shall be collectively referred to as the "Marks".

WHEREAS, ASSIGNOR is the owner of the Marks.

WHEREAS, CTB IP, INC., a Delaware corporation, having a principal place of business at 300 Delaware Avenue, 9<sup>th</sup> Floor, DE-5403, Wilmington, Delaware 19801, the United States of America (hereinafter "ASSIGNEE"), is desirous of acquiring all rights in and to said Marks in the United States.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR does hereby assign unto said ASSIGNEE all rights, title and interest in and to the said Marks in the United States, together with the goodwill of the business symbolized thereby, and all common law rights, the right to claim prior use of the Marks by ASSIGNOR and all rights to damages or profits, due or accrued, arising out of past infringement of the said Mark(s) or injury to said goodwill, and the right to sue for and recover the same in ASSIGNEE or its legal representatives, successors and/or assigns advises that action to procure, maintain, enforce and/or defend said Marks is necessary and/or desirable, ASSIGNOR shall sign all papers and documents and otherwise do all acts reasonable, necessary and desirable in connection therewith at the cost and expense of ASSIGNEE, its legal representatives, successors and/or assigns.

ASSIGNOR shall execute whatever documents are necessary and/or useful to vest ASSIGNEE'S right in and to said Marks as requested by and at the cost and expense of ASSIGNEE its legal representatives, successors and/or assigns. ASSIGNOR hereby appoints ASSIGNEE attorney-of-fact for executing such documents.

Executed this 25<sup>TH</sup> Day of SEPTEMBER, 2002.

CTB, INC.

By: Don J. Steinhilber  
Don Steinhilber  
Vice President

STATE OF INDIANA )  
 )  
COUNTY OF KOSCIUSKO )

This 25<sup>th</sup> day of SEPTEMBER, 2002, before me personally came the above named **Don Steinhilber, Vice President of CTB, Inc.** to me personally known as the individual who executed the foregoing assignment on behalf of CTB, Inc., who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Lori K. Glose  
Lori K. Glose Notary Public

(Notarial Seal)

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