

11-14-2002



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# APPLICATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):  
AmSouth Bank of Alabama  
Additional name(s) of conveying party(ies) attached?  Yes  No

*11-6-02*

2. Name and address of receiving party(ies):  
Name: Snapper, Inc. (a Georgia corporation)  
Internal Address:

3. Nature of conveyance:

Assignment dated                       Merger  
 Security Agreement                       Change of Name  
 Other Release of Security Interest Reel/Frame:  
1533/0001  
Execution Date: November 12, 1998

Street Address: 535 Macon Road  
City: McDonough State: GA  
Country: United States ZIP: 30253

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  No

4. Application number(s) or registration 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 Registration No.(s)  
2187119, 2308136

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ 65.00  
 Check enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 502312  
(Attach duplicate copy of this page by deposit account)  
Please charge any additional fees required, or credit any overpayment, to the above deposit account

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

Susan C. Shin, Esq.  
BROWN RAYSMAN MILLSTEIN FELDER & STEINER LLP  
900 Third Avenue  
New York, New York 10022  
(212) 895-2000

11/13/2002 TIAZI 00000155 502312 2187119  
40.00 CH  
25.00 CH

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*  
Susan C. Shin, Esq.  
Name of Person Signing                      Signature                      Date  
11/6/02

Total number of pages including cover sheet, attachments and document: 11  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS  
2002 NOV - 6 AM 7: 23  
FINANCE SECTION

AmSouth Bank  
 Post Office Box 11007  
 Birmingham, Alabama 35288  
 (205) 326-5120

**AmSouth**

November 12, 1998

Fleet Capital Corporation, as Agent  
 300 Galleria Parkway, N.W.  
 Suite 800  
 Atlanta, Georgia 30339

Ladies and Gentlemen:

Reference is hereby made to that certain Loan Agreement (the "Loan Agreement") dated November 26, 1996, between SNAPPER, INC. ("Borrower") and AmSouth Bank of Alabama ("AmSouth"). As of November 12, 1998, the outstanding principal balance, accrued interest and other charges owing by Borrower under the Loan Agreement is as follows:

Principal:	\$46,509,114.38
Interest:	124,875.43
Other Charges:	41,400.08
<b>TOTAL:</b>	<b><u>\$46,675,389.89</u></b>

If payment is not received in same day funds by 2:00 p.m. (Birmingham, Alabama time), on November 12, 1998, the *per diem* interest charge on the above balances outstanding will be \$10,335.35 (subject to changes in the applicable interest rate). Please be advised that the total amount due may fluctuate on a daily basis based on advances made and collections received by AmSouth; AmSouth agrees to advise the Borrower and Agent promptly of any such fluctuations. Funds to satisfy the above indebtedness owing by Borrower under the Loan Agreement should be wired to AmSouth as follows:

AmSouth Bank  
 Birmingham, Alabama  
 Account No. 001102450400100 Corporate Clearing Account  
 ABA Routing No. 062000019  
 Attention: Wendy Fields

Promptly after AmSouth's receipt of the above sum, AmSouth shall return the stock certificates of Borrower and execute and deliver all terminations and satisfactions necessary to release any and all interests AmSouth may have in the assets of the Borrower, including, but not limited to, terminations and satisfactions of all UCC-1 financing statements and deeds to secure

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Fleet Capital Corporation, as Agent  
November 11, 1998  
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debt listed on Exhibit A attached hereto and the patents and trademarks listed on Exhibit B attached hereto.

Whether or not AmSouth fails or delays in executing any such terminations or satisfactions, AmSouth hereby terminates and releases, effective upon our receipt of the payoff amount described above, all of AmSouth's security interests, liens and other interest in any assets of Borrower.

All payments made by Borrower's account debtors and received by AmSouth after the satisfaction of Borrower's indebtedness to AmSouth will be promptly forwarded to you pursuant to your instructions.

The Borrower and Agent acknowledge that AmSouth may not yet have received full and final credit for all checks or similar instruments for the payment of money delivered to AmSouth before the date of this letter in connection with the Loan Agreement or otherwise by the Borrower and its account debtors (such checks or instruments being referred to herein collectively as the "Instruments"), but the face amount of such Instruments may nevertheless have been credited to the Borrower in the computation of the payoff amount. Accordingly, the Borrower and, in the event the Borrower fails to do so, Agent, agree to reimburse and pay promptly to AmSouth an aggregate amount (without duplications) equal to the face amount of any such Instruments which may be dishonored or returned to AmSouth or which remain unpaid for any reason whatsoever, plus all reasonable and customary bank charges, costs or fees arising out of such dishonor or return. The Borrower agrees with Agent that any amounts paid by Agent to AmSouth under this paragraph shall be part of the obligations due under the loan documents between the Agent and Borrower.

The Borrower also agrees that to provide certainty as to the payoff amount, draws on the revolving line of credit under the Loan Agreement shall be suspended as of 5:00 p.m. Birmingham, Alabama time on November 9, 1998.

If you should have any questions concerning this matter, please contact John Lakanen at (205) 320-7106.

Very truly yours,

AMSOUTH BANK

By:   
Title: Senior Vice President

[signatures continued on next page]

Fleet Capital Corporation, as Agent  
November \_\_, 1998  
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Acknowledged and agreed to:

SNAPPER, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

FLEET CAPITAL CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

SENT BY: PARKER HUDSON  
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TO #243

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Fleet Capital Corporation, as Agent  
November 12, 1998  
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Acknowledged and agreed to:

By: [Signature]  
Title: President

FLEET CAPITAL CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT A  
 TO PAYOFF LETTER**

**1. UCC-1 Financing Statements**

Snapper, Inc.	AmSouth Bank of Alabama	Florida Secretary of State	960000252375	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Georgia, Henry County	075-96-1985	12/9/96
Snapper, Inc.	AmSouth Bank of Alabama	Indiana, Secretary of State	2091111	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Iowa Secretary of State	K786431	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Kansas, Secretary of State	2203304	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Louisiana, East Baton Rouge Parish and Secretary of State	17-11265348	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Maryland, Department of Assessments & Taxation	63388501	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Michigan Secretary of State	80616B	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Minnesota Secretary of State	1897969	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Mississippi, Forest County	062977	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Montana Secretary of State	497193	12/3/96

Snapper, Inc.	AmSouth Bank of Alabama	Nebraska, Secretary of State	713242	12/3/96
Snapper, Inc.	AmSouth Bank	Nevada Secretary of State	9719793	12/1/97
Snapper, Inc.	AmSouth Bank of Alabama	Ohio, Secretary of State	AN22724	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Ohio, Darke County	9600008871	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Oregon Secretary of State	349147	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Pennsylvania, Allegheny County	96-8580	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Pennsylvania Secretary of the Commonwealth	26141162	12/9/96
Snapper, Inc.	AmSouth Bank of Alabama	Texas Secretary of State	236458	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Virginia State Corporation Commission	961203-7837	12/3/96
Snapper, Inc.	AmSouth Bank of Alabama	Wisconsin Secretary of State	1631993	12/3/96

2. Deeds to Secure Debt

Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases dated November 26, 1996, between Snapper, Inc. and AmSouth Bank of Alabama recorded in Book 2456, Page 137, Henry County, Georgia records.

**Exhibit B**  
**To Payoff Letter**

**I. PATENTS**

Mulching Blade including Multiple Cutting Edges	5,199,251	4/6/93
Reverse Speed Control for Lawn Mowers	5,601,512	2/11/97
Lawn Mower including Self-Locking Features	5,526,635	6/18/96
Seal for Drive Unit	5,303,534	4/19/94
Lawn Mower (Design)	D358,400	5/16/95
Mulching Blade including Multiple Cutting Edge	5,353,581	10/11/94
Walk-Behind Law Mower with Front Wheel Steering	5,297,379	3/29/94
Mower having Fluid Dispersion Characteristics	5,195,308	3/23/93
Bearing Assembly for Lawn Mower Cutting Blade	5,066,146	11/19/91
Lawn Mower Drive & Control System	5,146,735	9/15/92
Control System for a Snow Blower Traction Vehicle	4,984,479	1/15/91
Grass Catcher Assembly & Method	5,042,241	8/27/91
Disposable Bag & Mounting Apparatus for a Lawn Mower	4,989,400	2/5/91
Wheel Mounted String Trimmer	4,936,886	6/26/90
String Trimmer Head and Method	4,756,146	7/12/88
Lawn Mower Friction Drive Mechanism	4,498,552	2/12/85
Double Action Manual Control for Walk Behind Mower	4,430,848	2/14/84
Safety Control for Riding Lawn Mower	4,300,322	11/17/81
Adjustable Axle Support System for Lawn Mowers	4,248,034	2/3/81
Rotary Lawn Mower with Removable Mulching Attachment	4,189,903	2/26/80



**II. TRADEMARKS**

Trademark	Country	Serial Number	Registration Date
GROUNDS CREWSER	United States	75/350420	9/2/97
LAWN CRUISER	United States	75/453981	3/20/98
PRO EXPRESS	United States	2,196,494	10/13/98
SNAPPER (for clothing)	United States	75/494408	6/1/98
SNAPPER GROUNDBREAKER	United States	75/453982	3/20/98
YARD CRUISER	United States	75/099534	5/6/96
A.I.R.	United States	2,036,223	2/4/97
ACCUTRAC	United States	1,875,813	1/24/95
ANYTHING LESS JUST WONT CUT IT	United States	1,759,477	3/23/93
BAG-N-WAGON	United States	1,064,334	4/26/97
BLACK HAWK & Design (First)	United States	1,823,510	2/22/94
BLACK HAWK & Design (Second)	United States	1,817,735	1/25/94
COMET II	United States	1,864,528	11/29/94
DURA-STEEL	United States	2,064,023	5/20/97
HI-VAC	United States	1,165,244	8/18/81
HV	United States	1,070,915	8/9/77
NINJA	United States	1,781,987	7/13/95
PAC-N-SAC	United States	1,392,970	5/13/86
PRO CRUISER	United States	2,162,845	6/2/98
SAM - Snapper American Made (for products)	United States	2,138,606	2/24/98
SNAP-LEASE	United States	1,858,994	10/18/94

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SNAPPER (for tillers)	United States	1,073,474	9/20/97
SNAPPER (for mowers)	United States	741,567	12/4/62
SNAPPER (for snowthrower)	United States	1,186,440	1/19/82
SNAPPER & DESIGN	United States	2,187,119	9/8/98
SNAPPERIZER	United States	1,056,460	1/18/97
SNAPPERZRIDER (Snapper Rider and Design)	United States	2,101,146	9/30/97
SNAPPER LITE	United States	2,138,752	2/24/98
SNAPPER PRO	United States	2,087,765	8/12/97
SUPER SDX	United States	2,086,355	8/5/97
THATCHERIZER	United States	1,274,849	4/24/84
TURF CRUISER	United States	2,090,111	8/19/97
TURTLE DESIGN	United States	1,056,462	1/18/77

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