

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Distributions Synergies, Inc.		08/31/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Shakespeare Company, LLC		
<b>Street Address:</b>	6111 Shakespeare Road		
<b>City:</b>	Columbia		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29223		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2461012	WEED WARRIOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(330)376-9646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	330-376-1242		
<b>Email:</b>	riskoglund@rennerkenner.com		
<b>Correspondent Name:</b>	Rodney L. Skoglund		
<b>Address Line 1:</b>	First National Tower		
<b>Address Line 2:</b>	Fourth Floor		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>ATTORNEY DOCKET NUMBER:</b>	SHM.T.US0023		
<b>NAME OF SUBMITTER:</b>	Rodney L. Skoglund		
<b>Signature:</b>	/Rodney L. Skoglund/		
<b>Date:</b>	09/01/2006		

OP \$40.00 2461012

Total Attachments: 2

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## ASSIGNMENT

THIS ASSIGNMENT is made, *nunc pro tunc*, as of the 21<sup>st</sup> day of December, 2002 by and between Distributions Synergies, Inc. a corporation of the state of Georgia, having a place of business at 1111 Alderman Drive, Suite 210, Alpharetta, GA 30005 (hereinafter "DSI") and Shakespeare Company, LLC, a corporation of the state of Delaware, having a place of business at 6111 Shakespeare Road, Columbia, SC 29223 (hereinafter "Shakespeare").

WHEREAS, DSI is the owner of the entire right, title, and interest in and to U.S. Trademark Registration No. 2,461,012 for the mark "WEED WARRIOR," as used in connection with "powered lawn maintenance equipment, namely weed trimming heads" in International Class 7, hereinafter the "Trademark"); and

WHEREAS, DSI desires to transfer to Shakespeare all of its rights, title and interest in and to the Trademark as well as all of the goodwill associated therewith; and

WHEREAS, Shakespeare desires to accept the Trademark and has a *bona fide* intention to use and/or continue to use the Trademark in commerce on or in connection with the above-identified goods;

NOW, THEREFORE, To All Whom It May Concern, be it known that in consideration of monies previously received, paid by Shakespeare to DSI, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the DSI has sold, and by these presents does hereby sell, assign, transfer and convey unto Shakespeare, the entire right, title and interest in and to said Trademark together with the good will of the business connected with the use of and

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symbolized by the Trademark, as well as all rights of action against third parties for past infringement thereof.

DSI further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the said Trademark Registration, and that it has the right and authority to make this assignment.

DSI further conveys to Shakespeare all of its rights to bring proceedings in the courts or in the U.S. Patent and Trademark Office and seek remedies for any infringement of the Trademark which may have occurred prior to the date hereof.

IN WITNESS WHEREOF, DSI has caused this assignment to be executed this 31<sup>st</sup> day of AUGUST, 2006, *nunc pro tunc* the 21<sup>st</sup> day of December, 2002.

**DISTRIBUTION SYNERGIES, INC.**

By: 

Name: Joseph E. Price

Title: President