

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tecumseh Products Company		11/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Tecumseh Power Company
Street Address:	360 North Crescent Drive, South Building
Internal Address:	c/o Platinum Equity Advisors, LLC
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1754880	BETTER, RIGHT FROM THE START
Registration Number:	2086390	CENTURA
Registration Number:	2634061	ESP EASY START PERFORMANCE
Registration Number:	1848992	ENDURO
Registration Number:	1115958	KLEEN-AIRE
Registration Number:	2744230	LEAP LOW EMISSION, ADVANCED PERFORMANCE
Registration Number:	2854059	MAGNA-TORQUE
Registration Number:	1359113	PEERLESS
Registration Number:	2598509	SILENTRAC
Registration Number:	1876349	SNOW KING
Registration Number:	3104617	STERLING
Registration Number:	1425500	ULTRA-BALANCE
Registration Number:	2753419	ULTRA-FRESH

CH \$390.00 1754880

Registration Number:	2008384	WINTER ENGINEERED
Serial Number:	78221996	STERLING

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: katherinemcgowan@paulhastings.com
 Correspondent Name: Paul, Hastings, Janofsky & Walker LLP
 Address Line 1: 515 South Flower Street
 Address Line 2: 25th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	39466.00037
NAME OF SUBMITTER:	Katherine A. McGowan
Signature:	/Katherine A. McGowan/
Date:	12/05/2007

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of November 9, 2007 ("Effective Date") by and between Tecumseh Products Company, a corporation formed under the laws of the State of Delaware ("Assignor"), and Tecumseh Power Company, a corporation formed under the laws of the State of Delaware ("Assignee"). Reference is hereby made to the Stock Purchase Agreement by and among Assignor, Assignee and certain other parties dated October 22, 2007 (as may be amended from time to time, the "Agreement").

WHEREAS, Assignor is the owner of the United States trademark registrations set forth on Schedule A attached hereto and the United States applications for trademark registration set forth on Schedule B attached hereto (collectively, the "Trademarks").

WHEREAS, in connection with the transactions contemplated by the Agreement, Assignor has agreed to assign, transfer and convey to Assignee, and Assignee has agreed to accept from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all of its right, title and interest in and to the Trademarks, including, without limitation, any registrations and applications thereof, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Trademarks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

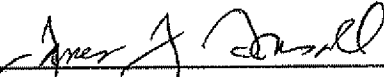
This Assignment shall be governed by and construed in accordance with the domestic law of the State of Delaware.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

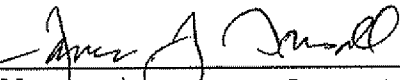
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment
as of the date first above written.

TECUMSEH PRODUCTS COMPANY

By: 
Name: James J. Bonsall
Title: EVP

TECUMSEH POWER COMPANY

By: 
Name: James J. Bonsall
Title: President

SCHEDULE A

U.S. Trademark Registrations

Trademark	Country	Goods	Registration No.	Issue Date / Renewal Date
BETTER, RIGHT FROM THE START	U.S.	Internal combustion engines not for land vehicles, and parts therefor, Int. Cl. 7	1754880	03/02/1993
CENTURA	U.S.	Small gasoline engines for the lawn and garden industry, Int. Cl. 7	2086390	08/05/1997
EASY START PERFORMANCE & design	U.S.	Small internal combustion engines for lawn and garden products, namely, mowers, tillers, string trimmers, snowblowers, Int. Cl. 7	2634061	10/15/2002
ENDURO	U.S.	Gasoline engines not for land vehicles, Int. Cl. 7	1848992	08/09/1994
KLEEN-AIRE	U.S.	Air filtering intake structure for carburetors of internal combustion engines of lawn and garden appliances, Int. Cl. 7	1115958	04/03/1979
LEAP LOW EMISSION, ADVANCED PERFORMANCE & design	U.S.	Small internal combustion engines for lawn and garden products, Int. Cl. 7	2744230	07/29/2003
MAGNA-TORQUE	U.S.	Small internal combustion engines for use in connection with lawn and garden equipment, snow blowers, and utility equipment,, and not for use in connection with motorcycles, Int. Cl. 7	2854059	06/15/2004
MOTOCO	U.S.	Machinery, Int. Cl. 7 Vehicles, Int. Cl. 12 Construction and repair services, Int. Cl. 37	3130152	08/15/2006
PEERLESS	U.S.	Transmissions, transaxles, differentials and right angle drives for land vehicles, Int. Cl. 12	1359113	09/10/1985
SILENTTRAC	U.S.	Transmissions for power operated riding mowers and tractors, power operated walk-behind mowers, Int. Cl. 7	2598509	07/23/2002
SNOW KING & design	U.S.	Gasoline engines for snow throwers, Int. Cl. 7	1876349	01/31/1995
STERLING	U.S.	Internal combustion engines not for land vehicles, namely internal combustion engines for lawn and garden equipment, landscaping equipment, snow removal equipment and for power generators, Int. Cl. 7	3104617	06/13/2006
ULTRA-BALANCE	U.S.	Overhead valves sold as part of a counter rotating balancing system used in small gasoline engines, Int. Cl. 7	1425500	01/20/1987
ULTRA-FRESH	U.S.	Gasoline stabilizers for use in small engines for lawn and garden, recreational and off-road equipment, Int. Cl. 1	2753419	08/19/2003

Trademark	Country	Goods	Registration No.	Issue Date / Renewal Date
WINTER ENGINEERED	US	Gasoline engines for snow throwers, Int. Cl. 7	2008384	10/15/1996

SCHEDULE B

U.S. Trademark Applications

Trademark	Country	Goods	Application No.	Filing Date
STERLING	U.S.	Internal combustion engines for land vehicles, namely, go-carts and multipurpose lawn, garden and landscaping vehicles, Int. Cl. 12	78/221996	03/05/2003