

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aktiebolaget Electrolux		12/31/2005	CORPORATION: SWEDEN
RECEIVING PARTY DATA			
Name:	Husqvarna Holding AB		
Street Address:	SE-561 82		
City:	Huskvarna		
State/Country:	SWEDEN		
Entity Type:	CORPORATION: SWEDEN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74100089		
CORRESPONDENCE DATA			
Fax Number:	(216)579-6073		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	216 579 1700		
Email:	cgaffney@pearne.com		
Correspondent Name:	Ronald M. Kachmarik		
Address Line 1:	1801 East Ninth Street		
Address Line 2:	Suite 1200		
Address Line 4:	Cleveland, OHIO 44114-3108		
ATTORNEY DOCKET NUMBER:	WHAB H9562		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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TRADEMARK
REEL: 003824 FRAME: 0327

Address Line 4:

NAME OF SUBMITTER:

Ronald M. Kachmarik

Signature:

/Ronald M. Kachmarik/

Date:

07/29/2008

Total Attachments: 5

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DATED DECEMBER 31, 2005

AB ELECTROLUX (PUBL)

and

HUSQVARNA HOLDING AB

LOCAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**(INTELLECTUAL PROPERTY PERTAINING TO
THE OUTDOOR BUSINESS)**

THIS LOCAL INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is entered into as of December 31, 2005 by and between

- (i) AB Electrolux (publ), Swedish corporate identity number 556009-4178, a limited liability company incorporated under the laws of Sweden, having its registered office address at S:t Göransgatan 143, SE-105 45 Stockholm, Sweden, ("Assignor"); and
- (ii) Husqvarna Holding AB, Swedish corporate identity number 556037-1964, a limited liability company incorporated under the laws of Sweden, having its registered office address at SE-561 82 Huskvarna, Sweden, ("Assignee");

Assignor and Assignee are hereinafter collectively referred to as the "Parties", and individually as a "Party".

RECITALS

- A. Assignor and Assignee's parent company Husqvarna AB have entered into a Master Separation Agreement, dated as of September 9, 2005 (the "Master Separation Agreement"), pursuant to which Assignor's Outdoor Business will be separated from the rest of its business.
- B. Assignor and Assignee's parent company Husqvarna AB have further entered into a Global Intellectual Property Allocation Agreement, governing, *inter alia*, the assignment to the Outdoor Group of Intellectual Property pertaining to the Outdoor Business.
- C. Assignor and Assignee's parent company Husqvarna AB have further agreed in the Global Intellectual Property Allocation Agreement that either they or local Affiliates of the respective party, as the case may be, will enter into Local Intellectual Property Assignment Agreements in order to effect the assignment of Intellectual Property in the various jurisdictions.
- D. Accordingly, Assignor and Assignee have agreed to enter into this Local Intellectual Property Assignment Agreement, which sets out the terms and conditions for the assignment to Assignee of Intellectual Property exclusively pertaining to the Outdoor Business that is held by Assignor.

NOW, THEREFORE, IT IS HEREBY agreed as follows:

Capitalized Terms not otherwise defined herein have the meaning given to them in the Master Separation Agreement.

1. **ASSIGNMENT OF INTELLECTUAL PROPERTY**

- 1.1 Assignor hereby assigns to Assignee all its right, title and interest in and to the Trade Marks set out in Schedule A to this Local Intellectual Property Assignment Agreement.
- 1.2 Schedule A exhaustively sets out the Intellectual Property being assigned to Assignee under this Local Intellectual Property Assignment Agreement.
- 1.3 Assignee hereby accepts the assignment of the Intellectual Property assigned under this Local Intellectual Property Assignment Agreement.
- 1.4 The assignment of the Intellectual Property to Assignee under this Local Intellectual Property Assignment Agreement shall take place with effect from the Effective Transfer Date as specified in the Global Intellectual Property Allocation Agreement.
- 1.5 Assignor shall at the request of Assignee provide, and where necessary cause any other company within the same group of companies as Assignor, to provide, Assignee with all necessary documentation and authority required by governmental authorities and intellectual property registrars in relevant jurisdictions, for the purpose of Assignee recording themselves as the new owner of the Intellectual Property. The Parties shall undertake reasonable endeavors to obtain such registrations not later than six (6) months after the Effective Transfer Date. The Assignee shall bear the costs for obtaining such registrations.
- 1.6 Following the assignment of the Intellectual Property under this Local Intellectual Property Assignment Agreement, Assignee shall hold the full ownership to said Intellectual Property without restrictions, meaning that Assignee may, subject to any grants granted to Assignor under any executed licence agreement regarding Jointly Used Intellectual Property, dispose of the Intellectual Property at its own discretion by e.g. transferring it to a third party, by abandoning it or by making changes to it.

2. **PURCHASE PRICE AND PAYMENT**

- 2.1 As consideration for the Intellectual Property assigned under this Local Intellectual Property Assignment Agreement, Assignee shall pay to Assignor a purchase price of USD 175 million (one hundred and seventy-five million).
- 2.2 The Parties' opinion is that the purchase price is exempted from VAT in accordance with Chapter 3 § 25 of the Swedish VAT Act. If the Swedish tax authorities do not share this opinion, then Assignor is entitled to immediately charge the Assignee an additional 25 % of the purchase price.

3. **OTHER TERMS AND CONDITIONS**

- 3.1 The terms and conditions of the Global Intellectual Property Allocation Agreement, including but not limited to Section 9 (No Representations and Warranties; Exclusive

Remedy), Section 10 (Other Terms and Conditions) and Section 11 (Governing Law and Arbitration), which are hereby incorporated by reference, shall apply in relevant parts also for this Local Intellectual Property Assignment Agreement.

This Local Intellectual Property Assignment Agreement has been executed in two originals, whereof the Parties have taken one each.

AB Electrolux (publ)

By

Title

By

Title

Husqvarna Holding AB

By

Title

By

Title

TRADEMARK

REEL: 003824 FRAME: 0332

TRADEMARKS
UNITED STATES
AB ELECTROLUX TO HUSQVARNA HOLDING AB

COMBINATION OF COLORS	Ser. No. 74100089	Reg. no. 1760813
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