

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| MTD Products Inc. | | 08/18/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Toro Company | | |
| Street Address: | 8111 Lyndale Avenue South | | |
| City: | Bloomington | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55420-1196 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77118726 | TIME SAVER | |
| Registration Number: | 3343030 | TIME SAVER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (952)842-1742 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 952-896-3309 | | |
| Email: | ipgroup@larkinhoffman.com | | |
| Correspondent Name: | James P. Quinn | | |
| Address Line 1: | 1500 Wells Fargo Plaza | | |
| Address Line 2: | 7900 Xerxes Avenue South | | |
| Address Line 4: | Minneapolis, MINNESOTA 55431 | | |
| ATTORNEY DOCKET NUMBER: | 22134-33 | | |
| NAME OF SUBMITTER: | James P. Quinn | | |
| Signature: | /James P. Quinn/ | | |

OP \$65.00 77118726

Date:

09/22/2008

Total Attachments: 1

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ASSIGNMENT OF MARKS

In consideration for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MTD Products Inc ("MTD") hereby transfers, sells, and assigns to The Toro Company ("Toro") all of MTD's worldwide right, title, and interest in and to the trademarks "Time Saver" (the "Word Mark") and "Time Saver" word and design mark (the "Design Mark") (the Word Mark and the Design Mark are collectively referred to as the "Marks"), together with all of the goodwill associated with the Marks, and including, without limitation:

(a) MTD's U.S. Trademark Application Serial No. 77/118,726 to register the Word Mark in the United States Patent and Trademark Office (the "PTO");

(b) MTD's U.S. Registration No. 3,343,030 for the Design Mark in the PTO;

(c) any and all other applications for registration and registrations for the Marks in any agency, jurisdiction, or country providing for the registration of trademarks;

(d) any and all registrations of the term "Time Saver," as a domain name;

(e) any and all rights to use the term "Time Saver," as a keyword, ad word or metatag for use in electronic searching on the Internet;

(f) any and all rights of MTD to use the term "Time Saver," as a corporate name, trade name, or any other physical or electronic designation of source, origin, or address; and

(g) any and all of MTD's rights to sue for and collect damages for any past, present, or future infringement of the Marks.

Upon the request and at the expense of Toro, MTD shall take such actions and execute such documents and instruments that may be required in order for Toro to perfect, protect, enforce, transfer, or register the Marks.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the 18th day of August, 2008.

TORO:
THE TORO COMPANY
By: Bill Brown
By: Bill Brown
Its: Vice President

MTD:
MTD PRODUCTS INC
By: Terry R. Hollister
Terry R. Hollister, Esq.
Its: General Counsel and Secretary