

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
TecumsehPower Company		02/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Husqvarna Consumer Outdoor Products, N.A., Inc.		
Street Address:	1030 Stevens Creek Road		
City:	Augusta		
State/Country:	GEORGIA		
Postal Code:	30907		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1359113	PEERLESS	
Registration Number:	2598509	SILENTRAC	
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 9th Street		
Address Line 2:	Suite 1200		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	WROT J3404		
NAME OF SUBMITTER:	Ronald M. Kachmarik		
Signature:	/Ronald M. Kachmarik/		

CH \$65.00 1359113

Date:

04/08/2009

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made and entered into as of the first day of February, 2009 by and between Tecumseh Power Company, a Delaware corporation (hereinafter "Assignor"), and Husqvarna Consumer Outdoor Products, N.A., Inc., a Delaware corporation with offices at 1030 Stevens Creek Rd., Augusta, GA 30907 (hereinafter "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into as of January 16, 2009 (the "Purchase Agreement");

WHEREAS, the Assignor is the owner of all right, title, and interest in and to the trademarks appearing on SCHEDULE A hereto, including any unregistered or common law rights associated therewith (hereinafter the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee the Assignor's rights in such Trademarks; and

WHEREAS, the Assignee desires to obtain ownership of the Trademarks in accordance with the terms and conditions set forth in this Assignment and the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound hereby, conveys, assigns, transfers, and sets over to Assignee, Assignor's entire right, title, and interest in and to the Trademarks, together with the goodwill associated therewith in connection with which the Trademarks are used and the full right to sue for past, present or future infringement of any of the Trademarks, these rights to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any foreign trademark offices, to issue all registrations related to the Trademarks to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

And for the consideration aforesaid, Assignor agrees that it will, upon request, execute additional lawful papers at no cost to Assignee, and generally do all other lawful acts reasonable and necessary to give effect to and to record this Assignment at the sole cost of Assignee. Assignee shall bear the costs associated with the recordation of this Assignment, in any country, including the costs associated with obtaining any required Apostilles and/or other certifications.



IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by a duly authorized corporate officer effective as of the date first indicated above.

TECUMSEHPOWER COMPANY

By: 

Name: Eva M. Kalawski
Title: Vice President and Secretary

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2009, before me, a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

- Please see attachment -

Notary Public



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TRADEMARK
REEL: 003966 FRAME: 0970

State of California)
County of Los Angeles)

On January 30, 2009, before me, Dorie L. Kelly, personally appeared EVA M. KALAWSKI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Dorie L. Kelly*
Dorie L. Kelly, Notary Public

[Seal]

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by a duly authorized corporate officer effective as of the date first indicated above.

TECUMSEHPOWER COMPANY

By: _____

Name: Eva M. Kalawski
Title: Vice President and Secretary

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2009, before me, a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

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IN WITNESS WHEREOF, Assignee has caused this instrument to be signed by its duly authorized corporate officers effective as of the date first indicated above.

HUSQVARNA CONSUMER OUTDOOR PRODUCTS N.A., INC.

By: [Signature]
Name: Brian S. Belanger
Title: Asst Secy

By: [Signature]
Name: MICHAEL PARKINI
Title: CFO

STATE OF GEORGIA

COUNTY OF Columbia

On this 30 day of January, 2009, before me, a notary public, the undersigned officer, personally appeared Brian S Belanger, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purposes therein contained.



In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

STATE OF GEORGIA

COUNTY OF Columbia

On this 30 day of January, 2009, before me, a notary public, the undersigned officer, personally appeared Michael Parkini, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledges that he/she executed the same for the purposes therein contained.



In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

SCHEDULE A

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[Handwritten initials]

Registered Trademarks and Trademark Applications:

Trademark	Country	Appl. / Reg. No.	Appl. / Reg. Date	List of goods	Expiry date
PEERLESS®	U.S.A.	1359113	11/03/1985 / 10/09/1985	Class 12: Transmissions, transaxles, differentials and right angle drives for land vehicles. First use+first use in commerce: 00/06/1945	10/09/2015
SILENTRAC®	U.S.A.	2598509	05/08/1999 / 23/07/2002	Class 7: Transmissions for power operated riding mowers and tractors, power operated walk-behind mowers, [power operated snow throwers, power operated tillers, power operated carts, and power operated yard sweepers, vacuums, and blowers]. First use+first use in commerce: 01/07/2002	23/07/2012
SILENTRAC®	CANADA	1043196/ TMA597986	19/01/2000 / 18/12/2003	Class 7: Transmissions for power operated riding mowers and tractors, power operated walk-behind mowers, power operated snow throwers, power operated tillers, power	18/12/2018

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				operated carts, power operated trimmers and power operated yard sweepers, vacuums, and blowers.	
SILENTRAC®	CTM	1475144	20/01/2000 / 19/03/2001	Class 7: Transmissions for lawn and garden equipment	20/01/2010

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