

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
Commercial Turf Products, Ltd		05/20/2010	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	MTD Products Inc		
Street Address:	5903 Grafton Road		
City:	Valley City		
State/Country:	OHIO		
Postal Code:	44280		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76684551	CTP COMMERCIAL TURF PRODUCTS, LTD.	
Serial Number:	76684537	COMMERCIAL TURF PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(216)642-8826		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-642-3342		
Email:	whvipgroup@wegmanlaw.com		
Correspondent Name:	Wegman, Hessler & Vanderburg		
Address Line 1:	6055 Rockside Woods Blvd.		
Address Line 2:	Suite 200		
Address Line 4:	Cleveland, OHIO 44131		
ATTORNEY DOCKET NUMBER:	040158 1823P1		
NAME OF SUBMITTER:	Jeffrey S. Ellsworth		
Signature:	/jse/		

CH \$65.00 76684551

Date:

06/02/2010

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is given by and between Commercial Turf Products, LTD, a limited liability company of Ohio, having a place of business at 1777 Miller Parkway, Streetsboro, OHIO 44241 (hereinafter "ASSIGNOR"), on the one hand, and MTD Products Inc, a corporation of the State of Delaware, having a place of business at 5903 Grafton Road, Valley City, Ohio 44280 (hereinafter "ASSIGNEE"), on the other hand.

WHEREAS, ASSIGNOR has agreed to assign, to the extent transferable or assignable, and ASSIGNEE has agreed to purchase all ASSIGNOR'S right, title and interest in and to the trademark registrations and applications set forth in the attached Schedule A (all of which are collectively referred to hereinafter as the "TRADEMARKS").

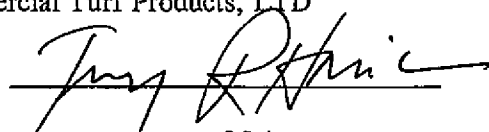
WHEREAS, the parties intend to set forth the rights and obligations of each party in a document that will facilitate recordation of the TRADEMARKS with appropriate authorities throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which ASSIGNOR hereby expressly acknowledges, to the extent of its interest therein, ASSIGNOR does hereby sell, assign, and transfer unto ASSIGNEE, its successors and assigns, ASSIGNOR'S entire right, title, and interest in and to the TRADEMARKS, together with the goodwill of the business in connection with which the TRADEMARKS are used, and all rights and privileges pertaining to the TRADEMARKS, including all rights of recovery for past infringement thereof and for renewal of the registrations thereof for subsequent terms, the same to be held and enjoyed by ASSIGNEE, its successors and assigns, as fully as the same would have been held and enjoyed by ASSIGNOR had this sale, assignment, and transfer not been made.

IN WITNESS WHEREOF, ASSIGNOR has caused its authorized representative to execute or acknowledge this ASSIGNMENT.

Commercial Turf Products, LTD

By:



Name: Terry R. Hollister

Title: Secretary

Date: May 20, 2010

SCHEDULE

Mark	Application Number	Goods or Services
CTP COMMERCIAL TURF PRODUCTS, LTD.	76684551	IC 042 for engineering services involving design and testing of outdoor lawn and garden power equipment for others
COMMERCIAL TURF PRODUCTS	76684537	IC 042 for engineering services involving design and testing of outdoor lawn and garden power equipment for others