

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 |
| USPraxis, Inc. | | 04/30/2010 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | The Toro Company | | |
| Street Address: | 8111 Lyndale Avenue South | | |
| City: | Bloomington | | |
| State/Country: | MINNESOTA | | |
| Postal Code: | 55420 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3200248 | PRAXIS | |
| Registration Number: | 3238672 | THE ORIGINAL STUMP MACHINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (952)887-7291 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 952.887.8916 | | |
| Email: | Julie.Holthus@Toro.com | | |
| Correspondent Name: | Julie K. Holthus | | |
| Address Line 1: | The Toro Company | | |
| Address Line 2: | 8111 Lyndale Avenue South | | |
| Address Line 4: | Bloomington, MINNESOTA 55420 | | |
| ATTORNEY DOCKET NUMBER: | RN3200248,3238672 | | |
| NAME OF SUBMITTER: | Julie K. Holthus | | |
| Signature: | /Julie K. Holthus/ | | |

CH \$65.00 3200248

Date:

08/16/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, is made and is effective as of the 30th day of April 2010 ("*Effective Date*") by and between USPraxis, Inc., an Illinois corporation with its principal offices located at 955 West Prairie Drive, Sycamore, IL 60178 ("*Assignor*"), and The Toro Company, whose address is 8111 Lyndale Avenue South, Bloomington, MN 55420 ("*Assignee*").

WHEREAS, the parties have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "*Asset Purchase Agreement*") regarding the assignment by Assignor, and assumption by Assignee, of substantially all of Assignor's assets;

WHEREAS, Assignor owns any and all rights associated with the trademarks and trademark applications listed on Schedule A attached hereto, including, without limitation, common law rights, state, and federal trademark applications associated with the Assignor, and any copyrights, trade dress rights, and other intellectual property rights associated with the packaging and advertising of products used in connection with the marks identified in the Schedule A (the "*Assigned Trademarks*"), and wishes to sell, transfer and assign or cause to be sold, transferred and assigned to Assignee all of the rights and interest that Assignor has in the Assigned Trademarks; and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, the parties have decided to enter into a formal agreement covering the assignment and transfer of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, and transfers to the Assignee the entire right, title, interest in and to the Assigned Trademarks including, without limitation, the following:
 - a. The common law trademark rights associated with the Assigned Trademarks, any and all State trademark applications associated with such marks, any and all United States trademark applications associated with such marks, and any foreign trademark rights associated with such marks, including the goodwill embodied with all of these marks, any and all stylized and typed versions of these marks, the right to obtain further trademark registrations related thereto;
 - b. Any and all copyrights associated with the packaging and advertising of products used in connection with the Assigned Trademarks, including but not limited to the right to obtain subsequent registrations of copyright therein with the United States Copyright Office, rights in all variations or any other derivative or similar artwork, and all rights corresponding thereto throughout the world, including the right to sue for infringement of these copyrights, including any and all past infringements and damages resulting therefrom;

- c. Any and all trade dress rights associated with the packaging and advertising of products used in connection with the Assigned Trademarks and all rights corresponding thereto throughout the world, including the right to sue for infringement of these trade dress rights, and including any and all past infringements and damages resulting therefrom; and
 - d. Any and all domain names owned or controlled by Assignor that include the marks or similar formatives thereof; and
2. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the United States Trademark Office or any foreign trademark office, or any equivalent agency in any country, for cancellation or opposition or other proceeding in connection with said Assigned Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor and its affiliates had this assignment not been made.
3. Assignor represents that Assignor has made or will make hereinafter no assignment, grant, mortgage, license or other agreement affecting the rights, titles and interests herein conveyed.
4. Assignee will record the assignment of the Assigned Trademarks at the national trademark offices where the Assigned Trademarks are registered and any expenses incurred in connection with the recordation of this assignment shall be born by the Assignee. The Assignee is responsible for obtaining any individual country assignment documents that may be necessary for the recordation of the assignment of the Assigned Trademarks and the Assignor hereby undertakes to give its reasonable assistance to the Assignee as to such recordation of the assignment of the Assigned Trademarks.
5. Assignor hereby requests the Commissioner of Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor to record Assignee as the owner of the marks and to issue all registrations for said marks, to be in the name of Assignee, as assignee of the marks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.
6. Each party shall provide such reasonable cooperation, shall perform such further reasonable acts, and shall execute and deliver such reasonable documents and affidavits that may be necessary to effect the assignment and transfer of the Assigned Trademarks (including but not limited to the Assigned Trademarks set forth on Schedule A hereto) in accordance with the intent of the Asset Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on this 30th day of April 2010.

ASSIGNOR:

USPRAXIS, INC.

By:

Name:

Title:

James G. Corneous
PRESIDENT

Place of Execution: Sycamore, IL

ACKNOWLEDGED AND ACCEPTED this Trademark Assignment from Assignor on this 30th day of April 2010.

ASSIGNEE:

THE TORO COMPANY

By:

Name: Peter M. Ramstad

Title: Vice President, Human Resources and
Business Development

Place of Execution: Bloomington, MN

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on this 30th day of April 2010.

ASSIGNOR:

USPRAXIS, INC.

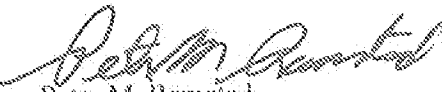
By: _____
Name:
Title:

Place of Execution: Sycamore, IL

ACKNOWLEDGED AND ACCEPTED this Trademark Assignment from Assignor on this 30th day of April 2010.

ASSIGNEE:

THE TORO COMPANY

By: 
Name: Peter M. Ramstad
Title: Vice President, Human Resources and
Business Development

Place of Execution: Bloomington, MN

Schedule A

Assigned U.S. Trademarks

PRAXIS (word mark), US Registration #3,200,248 (January 23, 2007)

The Original Stump Machine (in stylized letters with schematic representation of a tree stump),
US Registration #3,238,672 (May 8, 2007)

Assigned Foreign Trademarks

PRAXIS (word mark), United Kingdom Registration #2,433,571 (September 26, 2006)

PRAXIS (word mark), Canada Registration #TMA700,096 (November 2, 2007)