

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Husqvarna Consumer Outdoor Products N.A., Inc.		08/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Husqvarna Forestry 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2960533	DURALIFE	
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 44114-3108		
ATTORNEY DOCKET NUMBER:	WPWT37437/TM1362US00		
NAME OF SUBMITTER:	Ronald M. Kachmarik		
Signature:	/Ronald M. Kachmarik/		

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Date:

03/21/2011

**Total Attachments: 6**

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## ASSET CONTRIBUTION AGREEMENT

(Handheld Division)

THIS AGREEMENT is made as of August 31, 2008 (the "**Effective Time**") between Husqvarna Consumer Outdoor Products N.A., Inc., a Delaware corporation ("**Parent**"), and Husqvarna Forestry Products N.A., Inc., a newly formed Delaware corporation ("**Subsidiary**").

### RECITALS

WHEREAS, Parent's Board of Directors has approved an internal reorganization. As part of such reorganization, Parent desires to transfer those employees, assets and liabilities primarily related to its Handheld division (as may be more fully specified on Schedule A, the "**Business**") to Subsidiary, in exchange for certain shares of Subsidiary, as a result of which Parent will become the sole shareholder of Subsidiary. Such transactions have also been approved by Subsidiary's board of directors.

THEREFORE, the parties agree as follows, intending to be legally bound:

### AGREEMENT

1. Shares Issuance. In consideration of the transfer of the Business as set forth herein, Subsidiary shall issue to Parent 100 shares of Subsidiary's common stock, \$0.10 par value (the "**Stock**"), to be represented by stock certificate Number 1. Subsidiary represents and warrants that following the issuance of the Stock, such Stock will be duly issued, fully paid and non-assessable, and Parent will be the sole shareholder of Subsidiary.

2. Contribution of Assets: Parent hereby contributes to Subsidiary, and Subsidiary hereby accepts from Parent, as payment in full for the Stock, all of Parent's assets used primarily in the Business, including those assets to be reflected on the Opening Balance Sheet (as defined in Section 6 below) (the "**Contributed Assets**")

3. Assignment and Assumption:

(a) Assigned Contracts. Subject to Section 2(c) hereof, Parent hereby assigns, transfers, conveys and delegates to Subsidiary, and Subsidiary hereby accepts, undertakes, agrees and assumes, all of Parent's rights and obligations in all contracts and agreements related primarily to the Business (the "**Assumed Contracts**"), including any contracts specifically listed on Schedule B hereto.

(b) Assigned Liabilities. Parent hereby assigns, transfers, conveys and delegates to Subsidiary, and Subsidiary hereby undertakes, agrees and assumes to perform, pay punctually or otherwise discharge the debts, liabilities, duties and obligations of Parent relating to, arising from or resulting from the Business (the "**Assumed Liabilities**").

(c) Certain Rights to be Held in Trust. To the extent the transfer of any assets or liabilities hereunder (including any contracts) would cause a material breach or a default under

any contract or commitment of Parent, then such assets and liabilities shall not be deemed transferred, and Parent will hold such assets and liabilities in trust for Subsidiary, while both parties use their best commercial efforts to complete the transfer. While any assets and liabilities are held in trust by Parent, Subsidiary will maintain to the maximum extent permitted by law, and for all legal and tax purposes, all beneficial rights and obligations in respect of such assets and liabilities and Parent will not take any actions with respect to such assets and liabilities without Subsidiary's consent.

4. Intellectual Property: Without limiting the foregoing, Parent and Subsidiary acknowledge and agree that this Agreement transfers all of Parent's rights and interest in its patents, trademarks and other intellectual property relating to the Business to Subsidiary including the goodwill associated therewith (the "IP"). The transfer of such IP shall be deemed to be effective at the Effective Time regardless of whether or when the filings with the appropriate Federal office have been or are completed. Pending such registrations, Parent will hold any residual rights and interest that it retains in the IP in trust solely for the benefit of Subsidiary and will not take any actions with respect to the IP without Subsidiary's consent.

5. Employees: Effective at the Effective Time, Parent shall be deemed to have transferred to the Subsidiary the employment of all employees who are primarily engaged in the Business, including all such employees who have rights of employment on return from temporary absence (collectively, the "Employees"), and Subsidiary shall be deemed to have hired all such Employees, such employment to be for identical positions and on identical terms as the Employees had with Parent. Parent shall maintain and extend to the Employees all benefit programs in which the Employees participated immediately prior to the Effective Time. Nothing contained in this section shall (i) obligate Parent to maintain or continue any benefit plan following the Effective Time, (ii) confer upon any Employee any right with respect to continuance of employment by Subsidiary, (iii) interfere with the right of Subsidiary to terminate the employment of any of the Employees at any time, with or without cause, (iv) restrict Subsidiary in the exercise of its independent business judgment in modifying any of the terms and conditions of the employment of the Employees following the Effective Time, or (v) create any third party beneficiary rights in any Employee or any beneficiary or dependents thereof with respect to the compensation, terms and conditions of employment and benefits that may be provided to any Employee by Subsidiary or under any benefit plan that Parent or Subsidiary may maintain, or otherwise. A list of the Employees is attached hereto as Schedule C.

6. Opening Balance Sheet. Within one month following the Effective Time, Parent and Subsidiary will agree on, and append to this Agreement as Schedule E, an opening balance sheet of the Subsidiary as of the Effective Time, prepared in a manner consistent with the historical financial statements of Parent, reflecting (in accordance with GAAP) all assets and liabilities transferred from Parent to Subsidiary under this Agreement (the "**Opening Balance Sheet**").

7. No Representations and Warranties with Respect to the Business Transfer. The Business, the Contributed Assets and the Assumed Liabilities are being transferred to Subsidiary on an "AS IS, WHERE IS" basis, and Parent expressly disclaims all representations and warranties with respect thereto.

8. Further Assurances. Parent and Subsidiary will, and will cause their respective affiliates to, execute and deliver such further certificates, agreements and other documents and to take such other actions as the other party may reasonably request to consummate or implement the transactions contemplated hereby or to evidence such events or matters. To the extent any Contributed Assets or Assumed Liabilities are not transferred on the date hereof, Parent will transfer any such assets and liabilities to Subsidiary as soon as reasonably practicable after such assets or liabilities become transferable.

9. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior consent of the other party; (c) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (d) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without giving effect to any conflict of laws rules; and (f) shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach or violation hereof.

[Signatures on next page]

IN WITNESS WHEREOF, this Asset Contribution Agreement is effective as of the date first set forth above.

**PARENT:**

HUSQVARNA CONSUMER OUTDOOR  
PRODUCTS N.A., INC.

By: *Lawrence G. Muscarella*  
Name: LAWRENCE G. MUSCARELLA  
Title: VP, GENERAL COUNSEL & SECY

By: *Brian S. Belanger*  
Name: Brian S. Belanger  
Title: Asst Secy

**SUBSIDIARY:**

HUSQVARNA FORESTRY PRODUCTS N.A.,  
INC.

By: *Lawrence G. Muscarella*  
Name: LAWRENCE G. MUSCARELLA  
Title: VP, GENERAL COUNSEL & SECY

By: *Brian S. Belanger*  
Name: Brian S. Belanger  
Title: Asst Secy

**Schedule A**

The Contributed Assets and Assumed Liabilities include those assets and liabilities historically accounted for within the Husqvarna Group accounting system under the UWK and UWH designations, except for those assets and liabilities which relate to Parent's physical facilities located in Augusta, Georgia.

Schedule B

Specific Contracts to be Assumed

[To be determined]