

## 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
Gen-Tran Corporation		02/01/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Generac Power Systems, Inc.		
Street Address:	S45 W29290 Hwy 59		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53189		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85102031	QUIKTRAN	
Registration Number:	3031536	GEN/TRAN	
Registration Number:	2756520	POWERSTAY	
Registration Number:	3031647	GEN/TRAN	
Registration Number:	2893843		
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
Phone:	414-273-3500		
Email:	bgilpin@gklaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	780 North Water Street		
Address Line 2:	Godfrey & Kahn, S.C.		
Address Line 4:	Milwaukee, WISCONSIN 53202		

CH \$140.00 85102031

ATTORNEY DOCKET NUMBER:	057832-0003
NAME OF SUBMITTER:	Brian G. Gilpin
Signature:	/bgg/
Date:	02/13/2012
<b>Total Attachments: 6</b> source=Trademark Assignment - Gen-Tran to GPS#page1.tif source=Trademark Assignment - Gen-Tran to GPS#page2.tif source=Trademark Assignment - Gen-Tran to GPS#page3.tif source=Trademark Assignment - Gen-Tran to GPS#page4.tif source=Trademark Assignment - Gen-Tran to GPS#page5.tif source=Trademark Assignment - Gen-Tran to GPS#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 1, 2012 by and between GEN-TRAN CORPORATION, Georgia corporation ("Assignor"), and by GENERAC POWER SYSTEMS, INC., a Wisconsin corporation ("Assignee").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated December 21, 2011 by and among Assignee, Assignor, Beth Ellen Johnson, and the Schnackenberg Generation-Skipping Trust Dated 9/1/1999, (the "Asset Purchase Agreement"), Assignee has agreed to purchase certain assets of Assignor, including the Assigned Trademarks (as defined below).

B. Assignor is the owner of the Assigned Trademarks.

C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignors' rights, title, and interest in the Assigned Trademarks to Assignee.

AGREEMENT

For valuable consideration, including that recited in the Asset Purchase Agreement between Assignor and Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of the Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks.

3. Further Assurances. Assignor agrees to take all reasonable and necessary steps to implement the provisions of the Assignment. Assignor shall also provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

4. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin and the federal laws of the United States without giving effect to any rule or provision thereof which would cause the application of the law of any other state.

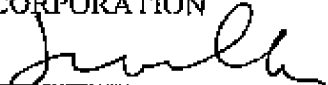
5. Facsimile Signature; Counterparts. This Agreement may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

GEN-TRAN CORPORATION

By: \_\_\_\_\_

  
John G. Mandula, President

ASSIGNEE:

GENERAC POWER SYSTEMS, INC.

By: \_\_\_\_\_

York A. Ragen, Chief Financial Officer

5. Facsimile Signature; Counterparts. This Agreement may be executed by facsimile delivery or other electronic means (i.e., PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

GEN-TRAN CORPORATION

By: \_\_\_\_\_  
John G. Mandula, President

ASSIGNEE:

GENERAC POWER SYSTEMS, INC.

By: \_\_\_\_\_  
York A. Ragan, Chief Financial Officer

APPENDIX A  
ASSIGNED TRADEMARKS

[See Attached]

TRADEMARK	081835-020037/MX	GEN/TRAN and the Lightning Bolt	Mexico	6/9/2004	652472	10/20/2004	866,424	RENEWAL DUE 6/9/14	
TRADEMARK	081835-020036/CA	GEN/TRAN and the Lightning Bolt	Canada	4/20/2004	1,214,832	1/8/2009	TMA704-170	RENEWAL DUE 1/8/23	
TRADEMARK	081835-020012/CA/3	POWERSTAY	Canada	5/18/2004	1,218,034	8/12/2007	TMA689610	RENEWAL DUE 8/12/22	
TRADEMARK	081835-020007/CA/2	GEN/TRAN MAN Design	Canada	5/16/2004	1,218,033	6/19/2007	TMA690243	RENEWAL DUE 6/19/22	
TRADEMARK	081835-020007/MX	GEN/TRAN MAN Design	Mexico	5/24/2004	857,652	7/28/2004	844,776	RENEWAL DUE 5/24/14	
TRADEMARK	081835-020038/CA	GEN/TRAN and the Lightning Bolt	Canada	6/23/2004	1,221,834	7/4/2007	891,281	RENEWAL DUE 7/4/22	
TRADEMARK	081835-020040/MX/1	GEN/TRAN AND DESIGN	Mexico	6/7/2004	660,225	8/17/2004	847,216	RENEWAL DUE 6/7/14	
TRADEMARK	081835-020012/US	POWERSTAY	United States of America	8/18/1999	75780,615	8/26/2003	2,756,520	RENEWAL DUE 8/26/13	
TRADEMARK	081835-020039/US/1	GEN/TRAN AND DESIGN	United States of America	6/16/2004	78436,025	12/20/2005	3,031,647	AFFIDAVIT DUE 12/20/11; RENEWAL DUE 12/20/15	declaration of continued use required
TRADEMARK	081835-020007/US	GEN-TRAN MAN/ROBOT DESIGN	United States of America	7/9/2002	78142,318	10/12/2004	2,893,843	RENEWAL DUE 10/12/14	

TRADEMARK	081835-020076	QUIKTRAN	United States of America	8/6/2010	85/102,031				PENDING; SOUJET DUE 9/29/11	pending application - statement of use required for registration.
TRADEMARK	081835-020035US	GENTRAN	United States of America	4/15/2004	78/402,899	12/20/2005	3,031,536		AFFIDAVIT DUE 12/20/11; RENEWAL DUE 12/20/15	declaration of continued use required