

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																											
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CORRESPONDENCE DATA																											
<p>Fax Number:</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Email: Julie.Holthus@Toro.com</p> <p>Correspondent Name: Julie K. Holthus</p> <p>Address Line 1: The Toro Company</p> <p>Address Line 2: 8111 Lyndale Avenue South</p> <p>Address Line 4: Bloomington, MINNESOTA 55420</p>																											
ATTORNEY DOCKET NUMBER:	TRADEMARKASSIGNMENT-STONE																										
NAME OF SUBMITTER:	Julie K. Holthus, Paralegal																										

CH \$90.00 0863481

Signature:	/Julie K. Holthus/
Date:	03/08/2013
Total Attachments: 5 source=Trademark Assignment - Stone Construction Equip Inc to The Toro Company#page1.tif source=Trademark Assignment - Stone Construction Equip Inc to The Toro Company#page2.tif source=Trademark Assignment - Stone Construction Equip Inc to The Toro Company#page3.tif source=Trademark Assignment - Stone Construction Equip Inc to The Toro Company#page4.tif source=Trademark Assignment - Stone Construction Equip Inc to The Toro Company#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, is made and is effective as of the 25th day of April 2012 (“*Effective Date*”) by and between Manufacturers and Traders Trust Company, a New York banking corporation with its principal offices located at One M&T Plaza, Buffalo, New York 14203 (“*Assignor*”) and The Toro Company, a Delaware corporation whose address is 8111 Lyndale Avenue South, Bloomington, MN 55420 (“*Assignee*”).

WHEREAS, Assignor is now conducting a private sale of certain assets of Stone Construction Equipment, Inc. (“SCEI”), including the trademarks identified in **Schedule A** hereto (the “*Assigned Trademarks*”), to Assignee pursuant to Section 9-610 of the Uniform Commercial Code as applicable under the laws of the State of New York pursuant to that certain Secured Party Sale Agreement by and between Assignor and Assignee of even date herewith (the “*Sales Agreement*”); and

WHEREAS, in connection with the transactions contemplated by the Sales 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 SCEI’s entire right, title, and interest, if any, 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, any and all common law trademarks associated with the Purchased Assets, 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; and
 - 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.

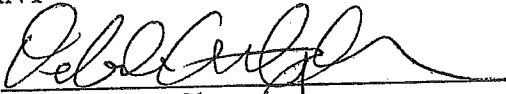
2. This assignment includes the right to sue and recover damages for past and future infringements of SCEI's rights in the Assigned Trademarks and to bring any proceeding in the United States Trademark Office or any foreign trademark office, or any equivalent agency in any country, for cancellation or 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 SCEI and its affiliates had this assignment not been made.
3. Assignor represents that Assignor has made and 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 Sales Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on this
25th day of April 2012.

ASSIGNOR:

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: 

Name: Deborah Urtz-Gleason

Title: Vice President

Place of Execution: Rochester, NY

ACKNOWLEDGED AND ACCEPTED this Trademark Assignment from Assignor on
this 25th day of April 2012.

ASSIGNEE:

THE TORO COMPANY

By:

Name: Peter M. Ramstad

Title: Vice President, Human Resources and
Business Development

Place of Execution: Bloomington, MN

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COMPANY

By:

Name: Deborah Urtz-Gleason

Title: Vice President


Place of Execution: _____

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ASSIGNEE:

THE TORO COMPANY

By:

Name: 
Peter M. Ramstad

Title: Vice President, Human Resources and
Business Development

Place of Execution: Bloomington, MN

Schedule A

<u>SERIAL NO.</u>	<u>U.S. TRADEMARKS REGISTRATION NO.</u>	<u>WORD MARK</u>
76574406	2961886	BUDDY
76065195	2933461	SNAP-TEK
75007447	2052099	SAW DEVIL
74571216	1957286	RHINO
74571185	1959808	STONE RHINO
74057332	1635976	HYDROBLEND
74042653	1631324	STONE
73746350	1653458	BULLDOG
73402489	1383025	POWER BLEND
73168842	1106527	DYNA-CLUTCH
73140643	1110705	BEST
72405248	0955029	CRETEMOWER
72284055	0870424	STOMPER
72247161	0863481	STONE

UNREGISTERED/COMMON LAW TRADEMARKS

SILVER FOX	CHAMPION	SMOOTH OPERATOR	LIFT JOCKEY
WOLFPAC	LITTLE CHAMP	MUD BUGGY	GROUTZILLA
PROPITCH	DYNAMIC-MIXING		

FOREIGN TRADEMARKS

<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>WORD MARK</u>
Canada	1081478	TMA659974	SNAP-TEK
Canada	0808168	TMA498011	SAW DEVIL
Canada	0775740	TMA481104	RHINO
Canada	0360755	TMA194756	STONE
Canada	0624471	TMA390405	BULLDOG
Canada	0360756	TMA193562	CRETEMOWER
Canada	0360757	TMA193563	STOMPER
Canada	0659356	TMA428005	STONE & DESIGN
Mexico		391000	BULLDOG
Mexico		393217	STONE (w/Design?)