

02/04/2014



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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
MTD Holdings Inc	FORMERLY MTD Products Inc	11/01/2002	CORPORATION: 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2791956	SPLITLINE	
CORRESPONDENCE DATA			
Fax Number:	2166428826		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2166423342		
Email:	whvipgroup@wegmanlaw.com		
Correspondent Name:	Wegman, Hessler & Vanderburg		
Address Line 1:	6055 Rockside Woods Blvd		
Address Line 2:	STE 200		
Address Line 4:	Cleveland, OHIO 44131		
ATTORNEY DOCKET NUMBER:	040158 872T2 US		
NAME OF SUBMITTER:	Charles Andrew Hayes		
Signature:	/cah/		

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Date:

01/09/2014

Total Attachments: 5

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ASSET TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSET TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into effective as of the 1st day of November, 2002 ("Effective Date"), by MTD Holdings Inc, fka MTD Products Inc, an Ohio corporation ("Parent"), MTD Products Inc, a Delaware Corporation, and first tier subsidiary of Parent ("Subsidiary 1"), and MTD Consumer Group Inc, an Ohio corporation, which will become a second tier subsidiary of Parent as of the Effective Date ("Subsidiary 2") (collectively "Subsidiaries").

WITNESSETH:

WHEREAS, Parent has determined to transfer certain of the assets heretofore utilized by Parent in the operation of its business to Subsidiaries by means of U.S. Federal income tax-free transfers; and

WHEREAS, Subsidiaries shall hereafter carry on certain portions of the business (the "Business") heretofore carried on by the Parent utilizing the assets transferred by Parent pursuant to this Assignment;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

1. Transfer of Assets to Subsidiary 1. As of the Effective Date, the following assets of the Parent which are related to the Business shall be transferred to Subsidiary 1 (collectively, the "Subsidiary 1 Assets"):

1.3 Intellectual Property. All trademarks, trade names, service marks and other proprietary designations and all applications, registrations or filings and/or common law rights with respect to same together with all goodwill related thereto, and all patents, patent applications, copyrights and works-for-hire, inventions, designs, processes, whether or not patented, customer lists, trade secrets, confidential information, know-how and other intellectual property, including databases, as well as methods, forms, processes, products and services which are used exclusively for the Business as owned by Parent (the "Intellectual Property").

ASSET TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT







IN TESTIMONY WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

MTD HOLDINGS INC  
(Parent)

By: *Dieter Kaesgen*  
Name: Dieter Kaesgen  
Its: President

MTD PRODUCTS INC  
(Subsidiary 1)

By: *[Signature]*  
Name: Jeffrey G.V. Deuch  
Its: Vice President & Controller

MTD CONSUMER GROUP INC  
(Subsidiary 2)

By: *[Signature]*  
Name: James M. Milinski  
Its: Treasurer