

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atom Lighting, Inc.		11/27/2013	CORPORATION: ARIZONA
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: 24			
Property Type	Number	Word Mark	
Registration Number:	2981276	ATOM LIGHTING	
Registration Number:	2944325	ATOMIC	
Registration Number:	3027335	CURRENT	
Registration Number:	3090216	E-SERIES	
Registration Number:	2639491	ELECTRON	
Registration Number:	2685988	ENGINEERED BY SCIENCE	
Registration Number:	2639488	FISSION	
Registration Number:	2940765	FLUX	
Registration Number:	2910406	GAMMA RAY	
Registration Number:	3143045	HYDRO	
Registration Number:	2883231	ION	
Registration Number:	3092283	LUMEN	
Registration Number:	3303725	MOMENTUM	
Registration Number:	2839484	NEUTRON	
Registration Number:	3303724	NEWTON	
Registration Number:	2639489	NUCLEUS	
Registration Number:	3160815	ORBITAL	
Registration Number:	2713047	PARTICLE	
Registration Number:	2850132	PHOTON	
Registration Number:	3160817	POSITRON	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2621354	PROTON
Registration Number:	3303726	TRANSMITTANCE
Registration Number:	3468514	TWILIGHT
Registration Number:	3658421	YOTTA

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: julie.holthus@toro.com
Correspondent Name: Julie K. Holthus, The Toro Company
Address Line 1: 8111 Lyndale Avenue South
Address Line 4: Bloomington, MINNESOTA 55420

ATTORNEY DOCKET NUMBER:	ATOM LIGHTING
NAME OF SUBMITTER:	Julie K. Holthus, Paralegal
SIGNATURE:	/Julie K. Holthus/
DATE SIGNED:	04/25/2014

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, is made and is effective as of the 27th day of November, 2013 ("*Effective Date*") by and between Atom Lighting, Inc., an Arizona corporation with its principal offices located at 4432 East Camelback Road, Phoenix, AZ 85018 ("*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 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 27th day of November 2013.

ASSIGNOR:

ATOM LIGHTING, INC.

By: 

Name: _____

Title: _____

JONATHAN HILL
PRESIDENT

Place of Execution: _____

PHOENIX, AZ

ACKNOWLEDGED AND ACCEPTED this Trademark Assignment from Assignor on this 27th day of November 2013.

ASSIGNEE:

THE TORO COMPANY

By: _____

Name: Peter M. Ramstad

Title: Vice President, Human Resources and
Business Development

Place of Execution: Bloomington, MN

TRADEMARK

REEL: 005268 FRAME: 0555

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on this 27th day of November 2013.

ASSIGNOR:

ATOM LIGHTING, INC.

By: _____

Name:

Title:

Place of Execution: _____

ACKNOWLEDGED AND ACCEPTED this Trademark Assignment from Assignor on this 27th day of November 2013.

ASSIGNEE:

THE TORO COMPANY

By: *Peter M. Ramstad*

Name: Peter M. Ramstad

Title: Vice President, Human Resources and
Business Development

Place of Execution: Bloomington, MN

Schedule A

Assigned U.S. Trademarks

Title	US App No. & Filing Date	US Reg. No. & Reg. Date
Atom Lighting®	76/235,250 04-15-01	2,981,276 08-02-05
ATOMIC®	76/370,235 02-12-02	2,944,325 04-26-05
CURRENT®	78/435,729 06-15-04	3,027,335 12-13-05
E-SERIES®	78/637,088 05-25-05	3,090,216 05-09-06
ELECTRON®	76/370,218 02-12-02	2,639,491 10-22-02
ENGINEERED BY SCIENCE®	76/370,220 02-12-02	2,685,988 02-11-03
FISSION®	76/370,212 02-12-02	2,639,488 10-22-02
FLUX®	78/244,891 03-12-03	2,940,765 04-12-05
GAMMA RAY®	78/225,312 03-13-03	2,910,406 12-14-04
HYDRO®	78/416-260 05-10-04	3,143,045 09-12-06
ION®	78/224,220 03-11-03	2,883,231 09-07-04
LUMEN®	78/435,721 06-15-04	3,092,283 05-16-06
MOMENTUM®	78/637,317 05-25-05	3,303,725 10-02-07

NEUTRON®	76/370,219 02-12-02	2,839,484 05-11-04
NEWTON®	78/637,312 05-25-05	3,303,724 10-02-07
NUCLEUS®	76/370,214 02-12-02	2,639,489 10-22-02
ORBITAL®	78/637,190 05-25-05	3,160,815 10-17-06
PARTICLE®	76/370,217 02-12-02	2,713,047 05-06-03
PHOTON®	76/370,219 02-12-02	2,850,132 06-08-04
POSITRON®	78/637,322 05-25-05	3,160,817 10-17-06
PROTON®	76/370,211 02-12-02	2,621,354 09-17-02
TRANSMITTANCE®	78/637,383 05-25-05	3,303,726 10-02-07
TWILIGHT®	77/003,817 09-20-06	3,468,514 07-15-08
YOTTA®	76/370,234 02-12-02	3,658,421 07-21-09