

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRECISE PATH ROBOTICS, INC.		03/01/2014	CORPORATION: DELAWARE
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:	3951120	PRECISE PATH	
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:	(216) 642-3342		
Email:	whvipgroup@wegmanlaw.com		
Correspondent Name:	Jason A. Worgull		
Address Line 1:	Wegman, Hessler & Vanderburg		
Address Line 2:	6055 Rockside Woods Boulevard, Suite 200		
Address Line 4:	Cleveland, OHIO 44131		
ATTORNEY DOCKET NUMBER:	780158 185		
NAME OF SUBMITTER:	Jason A. Worgull		
SIGNATURE:	/Jason A. Worgull/		
DATE SIGNED:	05/07/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of the 1st day of March, 2014, from **PRECISE PATH ROBOTICS, INC.**, a Delaware corporation (hereinafter "Assignor") to **MTD PRODUCTS INC.**, a Delaware corporation (hereinafter "Assignee"), pursuant to an Asset Purchase Agreement dated of even date herewith (as amended) by and among Assignor and MTD Consumer Group Inc (the "Purchase Agreement").

WHEREAS, Assignor owned all right, title and interest in and to the trademarks and applications and registrations thereof set forth on the attached Schedule A ("Trademarks"), including all goodwill of the business in connection with which said Trademarks are used, and all rights of recovery for past infringement thereof; and

WHEREAS, Assignor duly sold, assigned and transferred its entire right, title and interest therein together with the goodwill of the business in connection with which said Trademarks are used, and all rights of recovery for past infringement thereof to Assignee, and the parties desire to affirm said sale, assignment and transfer in a form appropriate for recording with the appropriate authorities.

NOW, THEREFORE, in consideration of the premises and of the sum of one Dollar (\$1.00) and other good and valuable consideration, including but not limited to, such consideration set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and such assigns as are permitted under the Purchase Agreement, Assignor's entire right, title and interest in and to said Trademarks, and in and to the goodwill of the business in connection with which said Trademarks are used, and all rights and privileges pertaining to said Trademarks, including all rights of recovery for past, present and future infringements thereof, all rights related to the continued registration and processing of such Trademarks and for renewal of the registrations thereof for subsequent terms; the same to be held and enjoyed by Assignee, its successors and such permitted assigns, as fully as the same would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made.

NOW, THEREFORE FURTHER, notwithstanding any other language contained in this Trademark Assignment, the representations, warranties and indemnifications, and the limitations on such representations, warranties and indemnifications, of Assignor contained in the Purchase Agreement are incorporated herein by reference. If there is any conflict between the terms of this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of the 1st day of March, 2014.

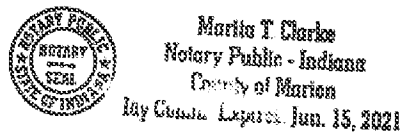
PRECISE PATH ROBOTICS, INC.

By: Jason L Zielke
Jason L Zielke
Its: President

STATE OF IN)
COUNTY OF Marion) SS:

On this 28th day of February, 2014, before me, a Notary Public in and for the County and State aforesaid, personally appeared Jason Zielke known to me to be the pres of PRECISE PATH ROBOTICS, INC., who acknowledged that he/she executed the foregoing document by authority of PRECISE PATH ROBOTICS, INC. and for the uses and purposes therein expressed.

Marito T. Clarke
Notary Public



Schedule A

Trademark	County	Serial Number	Application Date	Registration Number	Registration Date
Precise Path	USA	77/217528	June 28, 2007	3,951,120	April 26, 2011