

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Northern Star Industries, Inc.		11/14/2014	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toro Company		
<b>Street Address:</b>	8111 Lyndale Avenue South		
<b>City:</b>	Bloomington		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55420		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85865425	BOSS	
<b>Serial Number:</b>	85566430	D-FORCE	
<b>Serial Number:</b>	85566433	D-FORCE	
<b>Serial Number:</b>	86300931	DUAL-TRIP	
<b>Serial Number:</b>	85502744		
<b>Registration Number:</b>	3903855	PUSHING THE EDGE	
<b>Registration Number:</b>	2449555	SMARTHITCH	
<b>Registration Number:</b>	2421807	SMARTLOCK	
<b>Registration Number:</b>	3024591	SMARTSHIELD	
<b>Registration Number:</b>	2571855	SMARTTOUCH	
<b>Registration Number:</b>	2576088	THE BOSS	
<b>Registration Number:</b>	1458982	THE BOSS	
<b>Registration Number:</b>	1912251	RAPID-TACH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9528877291		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	Julie.Holthus@Toro.com		
<b>Correspondent Name:</b>	Julie K. Holthus, Paralegal		

CH \$340.00 85865425

**Address Line 1:** The Toro Company  
**Address Line 2:** 8111 Lyndale Avenue South  
**Address Line 4:** Bloomington, MINNESOTA 55420

**ATTORNEY DOCKET NUMBER:** BOSS PRODUCTS

**NAME OF SUBMITTER:** Julie K. Holthus, Paralegal

**SIGNATURE:** /Julie K. Holthus/

**DATE SIGNED:** 01/30/2015

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 14, 2014 (the "Effective Date"), by and between Northern Star Industries, Inc., a Michigan corporation ("Assignor"), and The Toro Company, a Delaware corporation ("Assignee").

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 27, 2014 (the "Asset Purchase Agreement").

B. In connection with the transactions contemplated by the Asset Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to all Marks included in the Purchased Assets (the "Assigned Marks"), including the Marks set forth on Schedule A hereto. Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

Accordingly, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee hereby purchases and receives from Assignor, all of Assignor's right, title and interest in and to the Assigned Marks, including all goodwill of the Business in connection with which the Assigned Marks are used and all registrations and applications therefor, as well as all tangible and electronic embodiments of the Assigned Marks, and all rights to institute or maintain any Proceeding or other action to protect the Assigned Marks or recover damages for any past or present infringement thereof. For any Assigned Mark that is currently the subject of an intent-to-use application, Assignor confirms that the Purchased Assets include the portion of the Business with which that Assigned Mark is to be used and that Assignor will not use that Assigned Mark. Assignor agrees, without further compensation, to take such action and execute such additional documents as Assignee may request to evidence and perfect this Assignment.

2. No Effect on Asset Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Asset Purchase Agreement will be deemed enlarged, limited, modified or altered in any way by this Assignment. To the extent that any conflict exists between any of the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will prevail.

3. Governing Law. This Assignment and the legal relations among the parties hereto will be governed by and construed in accordance with the internal substantive laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters, including matters of validity, construction, effect, performance and remedies.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the


same instrument. This Assignment will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Assignment may be executed and delivered by facsimile or pdf transmission and a facsimile or pdf transmission will constitute an original for all purposes, except as may be otherwise required by law. At the request of any party, the parties will confirm a facsimile or pdf transmission by signing a duplicate original document.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**ASSIGNOR:**

NORTHERN STAR INDUSTRIES, INC.

By:   
Name: David J. Brule  
Title: President and Chief Executive Officer

**ASSIGNEE:**

THE TORO COMPANY

By: \_\_\_\_\_  
Name: Peter M. Ramstad  
Title: Vice President, Human Resources and Business Development

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

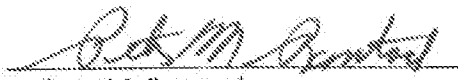
ASSIGNOR:

NORTHERN STAR INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: David J. Brule  
Title: President and Chief Executive Officer

ASSIGNEE:



THE TORO COMPANY


By:   
Name: Peter M. Ramstad  
Title: Vice President, Human Resources and Business Development

*[Signature Page to Trademark Assignment]*

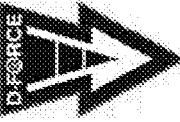

**SCHEDULE A**


**ASSIGNED MARKS**

MARK	JURISDICTION	SERIAL NO. /REG. NO.	FILING DATE/REG. DATE	STATUS	DEADLINES	RECORD OWNER
	Canada	1577111	05/10/2012	Pending	Response or extension due 11/09/2014	Northern Star Industries, Inc.
SMARTHITCH	Canada	558234	02/20/2002	Registered	Renewal Due 02/20/2017	Northern Star Industries, Inc.
SMARTLOCK	Canada	558328	02/21/2002	Registered	Renewal Due 02/21/2017	Northern Star Industries, Inc.
THE BOSS	Canada	599122	01/12/2004	Registered	Renewal Due 01/12/2019	Northern Star Industries, Inc.
	Australia	Int'l Reg. No. 1122702	05/10/2012	Registered	Renewal Due 05/10/2022	Northern Star Industries, Inc.
	China					
	European Community					
	International Register					
	Norway					
	Russian Federation					
Switzerland						
Turkey						

MARK	JURISDICTION	SERIAL NO. /REG. NO.	FILING DATE/REG. DATE	STATUS	DEADLINES	RECORD OWNER
SNOW WARRIOR (Chinese Characters)	Ukraine					
	China	11488073	02/28/2014	Registered	Renewal Due 02/27/2024	Northern Star Industries, Inc.
THE BOSS	China	A0024598 (Int'l Reg. No. 1078948)	05/13/2011	Pending	Appeal of refusal to register pending.	Northern Star Industries, Inc.
	Australia European Community International Register Norway Russian Federation Switzerland Ukraine	Int'l Reg. No. 1078948	05/13/2011	Registered	Renewal Due 05/13/2021	Northern Star Industries, Inc.
	US	85/865,425	03/04/3013	Pending	Office Action Response Due 12/28/2014	Northern Star Industries, Inc.
	US	85/566,430	03/12/2012	Pending	Statement of Use or Extension Due 1/03/2015	Northern Star Industries, Inc.
D-FORCE						



MARK	JURISDICTION	SERIAL NO. /REG. NO.	FILING DATE/REG. DATE	STATUS	DEADLINES	RECORD OWNER
	US	85/566,433	03/12/2012	Pending	Statement of Use or Extension Due 1/03/2015	Northern Star Industries, Inc.
DUAL-TRIP	US	86/300,931	06/05/2014	Pending	Office Action Response Due 03/25/2015	Northern Star Industries, Inc.
	US	85/502,744	12/22/2011	Pending	Statement of Use or Extension Due 01/24/2015	Northern Star Industries, Inc.
PUSHING THE EDGE	US	3,903,855	01/11/2011	Registered	Renewal Due 01/11/2021	Northern Star Industries, Inc.
SMARTHITCH	US	2,449,555	05/08/2001	Registered	Renewal Due 05/08/2021	Northern Star Industries, Inc.
SMARTLOCK	US	2,421,807	01/16/2001	Registered	Renewal Due 01/16/2021	Northern Star Industries, Inc.
SMARTSHIELD	US	3,024,591	12/06/2005	Registered	Renewal Due 12/06/2015	Northern Star Industries, Inc.
SMARTTOUCH	US	2,571,855	05/21/2002	Registered	Renewal Due 05/21/2022	Northern Star Industries, Inc.
THE BOSS	US	2,576,088	06/04/2002	Registered	Renewal Due 06/04/2022	Northern Star Industries, Inc.

MARK	JURISDICTION	SERIAL NO. /REG. NO.	FILING DATE/REG. DATE	STATUS	DEADLINES	RECORD OWNER
	US	1,458,982	09/29/1987	Registered	Renewal Due 09/29/2017	Northern Star Industries, Inc.
RAPID-TACH	US	1,912,251	08/15/1995	Registered	Renewal Due 08/15/2015	Northern Star Industries, Inc.