

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332464

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Partial Assignment of the Goods		
RESUBMIT DOCUMENT ID:	900313154		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Core Motion, Inc.		12/19/2014	CORPORATION: NEVADA
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:	4518237	CORE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	216-642-3342		
Email:	whvipgroup@wegmanlaw.com		
Correspondent Name:	Wegman, Hessler & Vanderburg		
Address Line 1:	6055 Rockside Woods Blvd.		
Address Line 2:	Suite 200		
Address Line 4:	Cleveland, OHIO 44131		
ATTORNEY DOCKET NUMBER:	040158 2543T2		
NAME OF SUBMITTER:	Julie D. Hawk		
SIGNATURE:	/Julie D. Hawk/		
DATE SIGNED:	02/18/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of the 19th day of Dec, 2014, from **CORE MOTION, INC.**, a Nevada corporation (hereinafter "Assignor") to **MTD PRODUCTS INC.**, a Delaware corporation (hereinafter "Assignee"), pursuant to a Technology License Agreement dated of even date herewith by and among Assignor and Assignee (the "Technology License").

WHEREAS, Assignor owns 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;

WHEREAS, U.S. Registration No. 4,518,237 identifies Electric chain saws; Electric generators; Electric lawn trimmers; Electric motors for machines; Electric motors for power tools; Electric pumps; Lawn and garden tilling machines; Lawn mowers; Power lawn and garden tools, namely, chippers; Power lawn and garden tools, namely, shredders; Power operated blowers; Power operated lawn and garden tools, namely, cultivators; Power operated tools, namely, lawn and garden edgers; Power-operated lawn and garden tillers; Power-operated lawn edgers; Riding lawn mowers; and

WHEREAS, Assignor duly sold, assigned and transferred its entire right, title and interest in and to said Trademarks in connection with electric chain saws; electric lawn trimmers; lawn and garden tilling machines; lawn mowers; power lawn and garden tools, namely, chippers; power lawn and garden tools, namely, shredders; power operated blowers; power operated lawn and garden tools, namely, cultivators; power operated tools, namely, lawn and garden edgers; power-operated lawn and garden tillers; power-operated lawn edgers; riding lawn mowers ("Assignee Goods") together with the goodwill of the business in connection with which said Trademarks are used in connection with the Assignee Goods, 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.


WHEREAS, Assignor retains its entire right, title and interest in and to said Trademarks in connection with electric generators; electric motors for machines; electric motors for power tools; electric pumps ("Assignor Goods").

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 Technology License, 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 Technology License, Assignor's entire right, title and interest in and to said Trademarks in connection with the Assignee Goods, and in and to the goodwill of the business in connection with which said Trademarks are used in connection with the Assignee Goods, and all rights and privileges pertaining to said Trademarks in connection with the Assignee Goods, including all rights of recovery for past, present and future infringements thereof, all rights related to the continued registration and processing of such Trademarks in

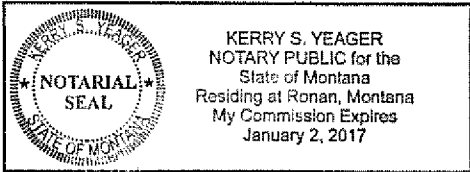
connection with the Assignee Goods and for renewal of the registrations thereof for subsequent terms in connection with the Assignee Goods; the same to be held and enjoyed by Assignee, its successors and such permitted assigns, as fully as the same would have been held and enjoyed by Assignor had this 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 Technology License are incorporated herein by reference. If there is any conflict between the terms of this Trademark Assignment and the Technology License, the terms of the Technology License shall prevail.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal as of the 19th day of Dec, 2014.

CORE MOTION, INC.
By: 
Its: CEO

STATE OF Montana)
COUNTY OF Lake) SS:



On this 19th day of Dec, 2014, before me, a Notary Public in and for the County and State aforesaid, personally appeared Matt Jore, known to me to be the CEO of CORE MOTION, INC., who acknowledged that he/she executed the foregoing document by authority of CORE MOTION, INC. and for the uses and purposes therein expressed.


Notary Public

Schedule A

Trademark	Country	Serial Number	Application Date	Registration Number	Registration Date
CORE	USA	85/527164	January 27, 2012	4,518,237	April 22, 2014