

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAT INDUSTRIES LLC		09/01/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	GENERAC POWER SYSTEMS, INC.		
Street Address:	P.O. BOX 8		
City:	Waukehsa		
State/Country:	WISCONSIN		
Postal Code:	53187		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2687466	POWERMATE	
CORRESPONDENCE DATA			
Fax Number:	4142259753		
<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:	414-225-9755		
Email:	docketing@boylefred.com		
Correspondent Name:	Boyle Fredrickson, S.C.		
Address Line 1:	840 North Plankinton Avenue		
Address Line 4:	Milwaukee, WISCONSIN 52303		
ATTORNEY DOCKET NUMBER:	297.416 / 297.418		
NAME OF SUBMITTER:	Peter C. Stomma		
SIGNATURE:	/Peter C. Stomma/		
DATE SIGNED:	04/23/2015		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into effective as of September 1, 2014 by and between MAT INDUSTRIES LLC, an Illinois limited liability company ("Assignor"), and GENERAC POWER SYSTEMS, INC., a Wisconsin corporation ("Assignee"). Assignor and Assignee may be referred to each as a Party and together as the Parties.

RECITALS

A. Assignor is the owner of record of the Marks (defined below) and associated rights.

B. Pursuant to that certain Membership Units Purchase Agreement dated August 18, 2014 (the "Purchase Agreement") by and among PR INDUSTRIAL S.R.L., a company existing under the laws of Italy, PRAMAC INDUSTRIES INC., a Georgia corporation ("Pramac Industries"), MAT HOLDINGS, INC., an Illinois corporation ("MAT Holdings," and together with Pramac Industries, the "Sellers"), and Assignee, Assignee is purchasing from Sellers all of the membership units of Pramac America, LLC, a Delaware limited liability company. Capitalized terms used in this Assignment without definition have the respective meanings given to them in the Purchase Agreement.

C. Execution of this Assignment is a condition to each of Assignee's and MAT Holdings' obligation to consummate the transactions contemplated by the Purchase Agreement.

D. Assignor desires to assign to Assignee whatever right, title and interest it may have in the Marks, and Assignee desires to accept such assignment, subject to the terms and conditions set forth below.

E. The Parties or their respective affiliates are simultaneously entering into a series of agreements all of which relate to the POWERMATE trademark including the present Trademark Assignment Agreement relating to power washers, Trademark License Agreement relating to chore products, a Trademark Consent Agreement, and a Trademark Quit-Claim Assignment Agreement relating to air compressor products (all these agreements collectively being the "POWERMATE Trademark Agreements").

AGREEMENTS

In consideration of the Recitals and the mutual covenants and agreements set forth below, and for other good and valuable consideration the receipt and sufficiency of which the parties acknowledge, Assignor and Assignee mutually agree as follows:

1. Assigned Marks. "Marks" shall mean that trademark listed on Schedule A hereto, along with: (a) any and all related common law rights held by Assignor, (b) all goodwill associated therewith on a worldwide basis, (c) all registrations and renewals thereof and (d) all

rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.

2. Assignment. Assignor hereby assigns and transfers to Assignee whatever right, title and interest it may have in the Marks effective upon Closing (the "Effective Time").

3. Consideration. As consideration for the assignment and transfer described in Section 2, Assignee shall pay Two Hundred Thousand Dollars (\$200,000) to Assignor, which consideration the parties acknowledge equals a corresponding reduction to the Closing Purchase Price under the Purchase Agreement. Such payment will be paid on the Closing Date by Assignee by wire transfer of immediately available funds to an account designated in writing by Assignor.

4. Further Assurances. Assignor agrees to take all reasonable and necessary steps to file and implement the provisions of this Assignment. Assignor shall provide Assignee, its successors and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

5. Inventory Bearing Assigned Marks. The parties acknowledge that as of the Effective Time, Assignor holds the finished power washer inventory listed by serial number on Exhibit B hereto, which inventory bears one or more of the assigned Marks (the "Existing Inventory"). Solely for the purpose of selling the Existing Inventory, Assignee grants Assignor a limited, non-transferable and non-assignable license to use the assigned Marks for a period of six (6) months from the Effective Time (the "Initial Term"). In the event Existing Inventory remains unsold at the end of the Initial Term, Assignor shall provide to Assignee an updated Schedule B to reflect a complete list of the then-unsold Existing Inventory. Thereafter, Assignee shall grant Assignor a limited, non-transferable and non-assignable license to use the assigned Marks, solely for the purpose of selling the remaining Existing Inventory, in three-month increments (each, a "3-Month Renewal Period"), until the earlier of (a) the time when no Existing Inventory remains or (b) one year following the Effective Time. At the end of each 3-Month Renewal Period, Assignor shall provide to Assignee an updated Schedule B to reflect a complete list of the then-unsold Existing Inventory.

6. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin and the federal laws of the United States without giving effect to any rule or provision thereof that would cause the application of the law of any other state.

7. Assignability; Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or otherwise transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party, except that a Party shall not need the consent of the other Party (a) to assign this Agreement to an affiliate of such Party; or (b) to assign or otherwise transfer this Agreement to a third party pursuant to a sale of substantially all of the Party's assets or the assets of the Party's business to which this Agreement pertains. For

the purposes of this Agreement, a change in ownership (including by merger) of 50% of more of the equity interests of a Party or any of its parent entities shall constitute an "assignment."

8. Facsimile Signature; Counterparts. This Assignment may be signed and delivered by facsimile or other electronic copy (*i.e.*, ".pdf" file attached to email) of original signatures and in one or more counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same instrument.

[Signature page follows]

The Parties have duly executed this Trademark Assignment effective as of the date first written above.

ASSIGNOR:

MAT INDUSTRIES LLC

By:

Print Name: *Gabe Rose*

Title: *SR V.P. - GLOBAL OVERSIGHT*

ASSIGNEE:

GENERAC POWER SYSTEMS, INC.

By:

Print Name:

Title:

The Parties have duly executed this Trademark Assignment effective as of the date first written above.

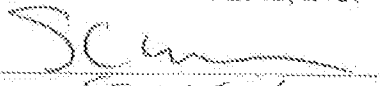
ASSIGNOR:

MAT INDUSTRIES LLC

By: _____
Print Name: _____
Title: _____

ASSIGNEE:

GENERAC POWER SYSTEMS, INC.

By:  _____
Print Name: STEVEN C GOWAN
Title: SVP Business Development

Schedule A

Assigned Mark

Mark	Application Number	Registration Number	Other
POWERMATE	78/015427	2687466	For the entirety of this registration.

Exhibit B

Existing Inventory

See attached.