

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351182

<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>
Precision Landscape Management, Inc.		06/03/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toro Company		
<b>Street Address:</b>	8111 Lyndale Avenue S.		
<b>City:</b>	Bloomington		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55420		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2783696	PRECISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6516867111		
<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>Phone:</b>	651-259-2309		
<b>Email:</b>	Ljoyce@ip-firm.com		
<b>Correspondent Name:</b>	Linda M. Byrne, Crawford Maunu PLLC		
<b>Address Line 1:</b>	1150 Northland Drive, Suite 100		
<b>Address Line 4:</b>	St. Paul, MINNESOTA 55120		
<b>ATTORNEY DOCKET NUMBER:</b>	TORO.985LA		
<b>NAME OF SUBMITTER:</b>	Abigail A. Tyson		
<b>SIGNATURE:</b>	/Abigail A. Tyson/		
<b>DATE SIGNED:</b>	08/12/2015		
<b>Total Attachments: 3</b>			
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PRECISION TRADEMARK AGREEMENT

This Agreement, effective May 15, 2015 ("Effective Date"), is between The Toro Company, 8111 Lyndale Avenue S., Bloomington, Minnesota 55420, a Delaware corporation ("Toro"), and Precision Landscape Management, Inc., 222 Valwood Parkway, Dallas, Texas 75234, a Texas corporation ("PLM"). Toro and PLM are referred to as "Party" or "Parties" in this Agreement.

Background

Toro has been using the PRECISION trademark continuously in connection with various turf maintenance and lawn and landscape products, including irrigation nozzles and soil moisture sensors and associated goods and services ("Toro's Goods and Services"), since at least as early as [REDACTED]

PLM has been using the PRECISION (word) and PRECISION (design) trademarks continuously since at least as early as [REDACTED] in connection with landscape gardening and lawn care services for both commercial and residential properties. PLM owns U.S. Reg. No. 2,783,696 dated November 18, 2001, for PRECISION & Design, and owns Texas Reg. No. 800050778, dated April 25, 2002 for PRECISION LANDSCAPE MANAGEMENT, as well as the domain names <precisionlandscapemanagement.com> and <precisiondallas.com>. PLM's rights described in this paragraph, including associated common law rights and good will, are referred to as "PLM's PRECISION Trademark" in this Agreement. PLM's goods and services described in this paragraph are referred to as "PLM's Goods and Services" in this Agreement.

In connection with its landscape gardening and lawn care services, PLM sometimes sells and installs Toro's PRECISION irrigation products.

In consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

Toro and PLM agree as follows:

1. Assignment and License. PLM assigns to Toro PLM's PRECISION Trademark. Toro grants to PLM a royalty-free, non-exclusive, worldwide license to use PLM's PRECISION Trademark in connection with PLM's Goods and Services. Toro will not challenge PLM's continued use and registration of PLM's PRECISION Trademark on and in connection with PLM's Goods and Services. PLM confirms that it has the right to assign PLM's PRECISION Trademark and that there is no third party that holds any rights or security interest in the trademark.
2. Toro's Use of PLM's PRECISION Trademark. [REDACTED]

3. Payment. In consideration for the grant of rights set forth in Section 1 above, within five (5) business days of the Effective Date of this Agreement, Toro shall pay PLM [REDACTED] in addition, Toro shall cover the Expenses described in Paragraph 6.
4. Actions Prohibited. PLM will not take the following actions without giving advance notice to Toro:
  - A. Attempt to assign or sublicense the term PRECISION or any trademark containing the word PRECISION; or
  - B. Perform any other action that might adversely affect the strength or validity of the PRECISION Trademark or the good will and reputation of Toro or its PRECISION trademark, or that is likely to cause confusion with Toro's PRECISION mark.
5. Quality Control. Toro has reviewed PLM's Goods and Services and agrees that they meet Toro's quality control standards. Such approval shall continue so long as PLM's Goods and Services continue to be of substantially the same quality as the current quality of PLM's Goods and Services. In the event that there is a substantial change in the quality of PLM's Goods and Services, Toro and PLM will confer in an effort to resolve the dispute promptly.
6. Payment of Expenses by Toro. Toro will promptly reimburse PLM for any reasonable legal expense, and indemnify PLM from any claim incurred by PLM during the term of this Agreement that is related to PLM's PRECISION Trademark. For example, Toro will reimburse PLM for its expenses in maintaining registrations for PLM's PRECISION Trademarks, in filing new trademark applications, and its expenses and attorney fees relating to this Agreement.
7. Indemnification. Toro will indemnify and hold PLM harmless from any and all losses, liabilities, expenses, claims, demands, suits, actions, proceedings and litigation arising out of or resulting from any alleged liability of PLM during the term of this Agreement for infringement, dilution or unfair competition related to the PRECISION trademark.
8. Trademark Infringement by Third Party. PLM will notify Toro promptly and fully of any infringement of the PRECISION Trademark that comes to its attention. Toro has the sole discretion to initiate any infringement, unfair competition, or opposition proceeding. In the event that Toro chooses to take no action, PLM will have the right to take appropriate action at its expense. If Toro initiates a legal proceeding, PLM will assist Toro in the proceeding as requested by Toro and at Toro's expense, and Toro will endeavor to keep PLM informed of the progress of any the proceeding.
9. Mediation/Arbitration. The Parties will discuss any issue relating to this Agreement in good faith with the goal of reaching a prompt, amicable resolution. If those discussions fail to resolve the issue, then any dispute relating to this Agreement will be settled by mediation by a single mediator, to be held in Minneapolis, Minnesota (if initiated by PLM) or Dallas, Texas (if initiated by Toro).
10. Relationship of the Parties. For the purposes of this Agreement the Parties shall be independent contractors as to one another and shall not be deemed, expressly or by implication, to be agents, employees, or servants of one another for any purpose whatsoever. Neither Party shall have the

power to control the manner in which the other Party performs its obligations under this Agreement.

11. Assignability. This Agreement automatically transfers to the successor of either Party's entire business, and each Party will execute any additional, reasonable documents that effectuate the terms of this Agreement.
12. Termination. This Agreement may be terminated by a Party in the event that the other Party becomes insolvent, or fails to meet any other material obligation of this Agreement. In addition, either Party may terminate this Agreement in its sole discretion in order to facilitate a good faith business objective such as the sale of a Party's business to a third party. The terminating Party shall give the other Party written notice of the termination, at least twenty (20) days prior to the effective termination date. In the event this Agreement is terminated for whatever reason, PLM's assignment to Toro of PLM's PRECISION Trademark shall be null and void, and Toro shall have no further rights to use PLM's PRECISION Trademark.
13. Notice. Any notice, claim, demand, request or other communication under this Agreement will be effective when personally delivered or when sent by first class mail, to the addresses on page 1 of this Agreement or to such other address as either Party may designate in writing from time to time.
14. Governing Law. This Agreement shall be construed and performed according to the laws of the state of Texas.
15. Entire Agreement and Amendments. This Agreement summarizes the entire understanding of Toro and PLM with respect to the PRECISION trademark. This Agreement may not be modified or amended unless both Toro and PLM sign an appropriate written document.

Toro and PLM by their respective duly authorized representatives, have executed this Agreement. This Agreement will become effective on the date that it is executed by both Parties.

THE TORO COMPANY

  
\_\_\_\_\_  
(Signature)

PHILIP A. BURKART  
\_\_\_\_\_  
(Printed Name)

VICE PRESIDENT EGM  
\_\_\_\_\_  
(Title)

6.9.15  
\_\_\_\_\_  
Date

PRECISION LANDSCAPE MANAGEMENT, INC.

  
\_\_\_\_\_  
Bruce Birdsong  
Chief Executive Officer

6-3-2015  
\_\_\_\_\_  
Date