

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION		02/11/2005	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MURRAY, INC.		
Street Address:	219 Franklin Road		
Internal Address:	P.O. Box 268		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37024-0268		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	969113	M	
Registration Number:	2840521	M	
Registration Number:	2742527	M MURRAY	
Registration Number:	2713844	M MURRAY	
Registration Number:	2422502	BRUTE	
Registration Number:	2404336	TURFMASTER	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	414-271-2400		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Christopher M. King		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Washington, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	016831-1463		
NAME OF SUBMITTER:	Christopher M. King		

OP \$165.00 969113

SIGNATURE:	/Christopher M. King/
DATE SIGNED:	09/10/2020
Total Attachments: 7 source=TM Release - GE Capital#page1.tif source=TM Release - GE Capital#page2.tif source=TM Release - GE Capital#page3.tif source=TM Release - GE Capital#page4.tif source=TM Release - GE Capital#page5.tif source=TM Release - GE Capital#page6.tif source=TM Release - GE Capital#page7.tif	

RELEASE OF CERTAIN LIENS
(MURRAY SALE)

This RELEASE OF CERTAIN LIENS (this "Release") dated as of February 11, 2005, is made by and among MURRAY, INC., a Tennessee corporation, as a debtor-in-possession ("Murray"), MURRAY CANADA CO., a Nova Scotia unlimited liability company ("Murray Canada") and, collectively with Murray, the "Murray Sellers"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its separate capacities as "Agent" under the below-described Prepetition Credit Agreement (in such capacity, "Prepetition Agent") and as "Agent" under the below-described DIP Credit Agreement (in such capacity, "DIP Agent"). Reference is hereby made to (i) that certain Credit Agreement dated as of October 5, 2000, among Murray, Hayter Limited, a limited liability company organized under the laws of England and Wales, the other credit parties signatory thereto, the lenders signatory thereto from time to time (the "Prepetition Lenders") and Prepetition Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Credit Agreement") and (ii) that certain DIP Credit Agreement, dated as of November 17, 2004, among Murray, the other credit parties signatory thereto, the lenders signatory thereto from time to time (the "DIP Lenders") and DIP Agent (as amended, restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement").

RECITALS:

WHEREAS, the Murray Sellers have agreed to sell substantially all of their respective assets to Briggs & Stratton Power Products Group, LLC, a Delaware limited liability company ("Briggs U.S."), and Briggs & Stratton Canada Inc., a corporation incorporated under the laws of the Province of Ontario ("Briggs Canada") and, collectively with Briggs U.S., the "Buyers"), respectively, pursuant to that certain Asset Purchase Agreement, dated January 25, 2005 (as amended from time to time, the "Murray APA"; the transaction consummated pursuant to the Murray APA being referred to herein as the "Sale").

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

Section 1. Release.

(a) Prepetition Agent, on behalf of itself and the Prepetition Lenders, hereby releases its Liens (as defined in the Prepetition Credit Agreement) and Encumbrances (as defined in the Murray APA) on the "U.S. Acquired Assets" and on the "Canadian Acquired Assets," as each of such terms are defined in the Murray APA, including, without limitation, (i) the trademark registrations and applications for registration set forth on Schedule A attached hereto; (ii) the patents and patent applications set forth on Schedule B attached hereto; and (iii) the motor vehicle titles set forth on Schedule C attached hereto; provided, however, that Prepetition Agent, on behalf of itself and the Prepetition Lenders, retains its security interest in (and does not hereby release such security interest), and each Murray Seller hereby reaffirms Prepetition Agent's continuing security interest in, pursuant to the Loan Documents (as defined in the Prepetition Credit Agreement), (i) all net cash proceeds received by or payable to the Murray

Sellers pursuant to the Murray APA, the Murray Sellers' claims, rights and interests in, to and under the Murray APA, the "Adjusted Purchase Price" and the "Escrow Amount" (as such terms are defined in the Murray APA), all purchase price adjustments payable by the Buyers to the Murray Sellers under the Murray APA and all indemnification payments, reimbursement payments and other amounts payable by the Buyers to the Murray Sellers, in each case if applicable, under the Murray APA and (ii) the "Excluded Assets" (as defined in the Murray APA); provided, further, that Prepetition Agent, on behalf of itself and the Prepetition Lenders, hereby acknowledges that it has no Lien (as defined in the Prepetition Credit Agreement) or Encumbrance (as defined in the Murray APA) upon any assets of the Buyers (including, without limitation, any "Acquired Assets" (as defined in the Murray APA)) received or held by either Murray Seller as a bailee or otherwise received or held for the benefit of the Buyers by either Murray Seller, in each case in connection with any post-closing invoicing, customer service or other services performed by either Murray Seller for the benefit of the Buyers, including pursuant to the "Transition Supply Agreement" or the "Bailment Agreement", as such terms are defined in the Murray APA.

(b) DIP Agent, on behalf of itself and the DIP Lenders, hereby releases its Liens (as defined in the DIP Credit Agreement) and Encumbrances (as defined in the Murray APA) on the "U.S. Acquired Assets" and on the "Canadian Acquired Assets," as each of such terms are defined in the Murray APA, including, without limitation, (i) the trademark registrations and applications for registration set forth on Schedule A attached hereto; (ii) the patents and patent applications set forth on Schedule B attached hereto; and (iii) the motor vehicle titles set forth on Schedule C attached hereto; provided, however, that DIP Agent, on behalf of itself and the DIP Lenders, retains its security interest in (and does not hereby release such security interest), and each Murray Seller hereby reaffirms DIP Agent's continuing security interest in, pursuant to the Loan Documents (as defined in the DIP Credit Agreement), (i) all net cash proceeds received by or payable to the Murray Sellers pursuant to the Murray APA, the Murray Sellers' claims, rights and interests in, to and under the Murray APA, the "Adjusted Purchase Price" and the "Escrow Amount" (as such terms are defined in the Murray APA), all purchase price adjustments payable by the Buyers to the Murray Sellers under the Murray APA and all indemnification payments, reimbursement payments and other amounts payable by the Buyers to the Murray Sellers, in each case if applicable, under the Murray APA and (ii) the "Excluded Assets" (as defined in the Murray APA); provided, further, that DIP Agent, on behalf of itself and the DIP Lenders, hereby acknowledges that it has no Lien (as defined in the Prepetition Credit Agreement) or Encumbrance (as defined in the Murray APA) upon any assets of the Buyers (including, without limitation, any "Acquired Assets" (as defined in the Murray APA)) received or held by either Murray Seller as a bailee or otherwise received or held for the benefit of the Buyers by either Murray Seller, in each case in connection with any post-closing invoicing, customer service or other services performed by either Murray Seller for the benefit of the Buyers, including pursuant to the "Transition Supply Agreement" or the "Bailment Agreement", as such terms are defined in the Murray APA.

Section 2. Documents.

(a) Prepetition Agent shall promptly deliver and, where applicable, execute and endorse, such agreements, documents and instruments evidencing or effecting the release of the liens and security interests described in Section 1(a) above as may be reasonably requested

and prepared from time to time by any Murray Seller or any Buyer and reasonably acceptable to Prepetition Agent as to form and substance, including, without limitation, Uniform Commercial Code termination statements, United States Patent and Trademark Office termination statements, United States Copyright Office termination statements (or in each case their Canadian equivalent, including termination statements under the Canadian Personal Property Security Act) and any filings relating to original motor vehicle titles. The Murray Sellers and the Buyers are each hereby irrevocably authorized to record and file, and shall be responsible for the recordation and filing of (including all costs and expenses incurred with respect thereto), all agreements, documents or instruments as may be necessary or desirable to evidence or effect the release of liens and security interests described in Section 1(a). All such agreements, documents and instruments which are requested by any Murray Seller or any Buyer before, on or after the date hereof shall be prepared by such parties.

(b) DIP Agent shall promptly deliver and, where applicable, execute and endorse, such agreements, documents and instruments evidencing or effecting the release of the liens and security interests described in Section 1(b) above as may be reasonably requested and prepared from time to time by any Murray Seller or any Buyer and reasonably acceptable to DIP Agent as to form and substance, including, without limitation, Uniform Commercial Code termination statements, United States Patent and Trademark Office termination statements, United States Copyright Office termination statements (or in each case their Canadian equivalent, including termination statements under the Canadian Personal Property Security Act) and any filings relating to original motor vehicle titles. The Murray Sellers and the Buyers are each hereby irrevocably authorized to record and file, and shall be responsible for the recordation and filing of (including all costs and expenses incurred with respect thereto), all agreements, documents or instruments as may be necessary or desirable to evidence or effect the release of liens and security interests described in Section 1(b). All such agreements, documents and instruments which are requested by any Murray Seller or any Buyer before, on or after the date hereof shall be prepared by such parties.

(c) To the extent that any original motor vehicle certificates or other separately titled Acquired Assets (as such term is defined in the Murray APA) are in Prepetition Agent's or DIP Agent's possession or control, Prepetition Agent or DIP Agent, as applicable, shall deliver or cause to be delivered to Buyers any and all of such original motor vehicle certificate titles or other separately titled assets.

Section 3. Miscellaneous.

(a) Captions. Section captions used in this Release are for convenience only, and shall not affect the construction of this Release.

(b) Counterparts. This Release may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Release by telecopy shall be effective as delivery of a manually executed counterpart of this Release.

(c) Amendment. No amendment to this Release shall be effective unless the same shall be in writing and signed by Prepetition Agent, DIP Agent, each Murray Seller and the Buyers.


(d) GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

(e) No Waiver. Nothing in this Release shall constitute or effect a waiver or modification of any rights of Prepetition Agent, the Prepetition Lenders, DIP Agent, the DIP Lenders, the Murray Sellers or the Buyers under the "Sale Order" (as defined in the Murray APA).

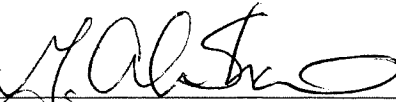
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IN WITNESS WHEREOF, this Release has been duly executed as of the date first written above.

MURRAY, INC.

By: 
Name: G Alan Shaw
Title: President and CEO

MURRAY CANADA CO.

By: 
Name: G Alan Shaw
Title: President

GENERAL ELECTRIC CAPITAL
CORPORATION, as Prepetition Agent
and as DIP Agent

By: _____
Duly Authorized Signatory

above.

IN WITNESS WHEREOF, this Release has been duly executed as of the date first written

MURRAY, INC.

By: _____
Name:
Title:

MURRAY CANADA CO.

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Prepetition Agent
and as DIP Agent

By: *Allen Cobell*
Duly Authorized Signatory

*Signature Page to
Release of Certain Liens
(Murray Sale)*

Schedule A – Trademarks

Title	Filing Date	Application Number	Registration Date	Registration Number
M	10/21/1970	72/373,928	9/25/1973	969113
M AND DESIGN	11/22/1999	75/853,832	5/11/2004	2840521
M MURRAY AND DESIGN	11/22/1999	75/853,833	7/29/2003	2742527
M MURRAY AND DESIGN	11/22/1999	75/853,835	5/6/2003	2713844
BRUTE	2/9/1998	75/430,578	1/23/2001	2422502
TURFMASTER	1/3/2000	75/884,383	11/14/2000	2404336