



01-07-2003



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

102329200

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Snapper, Inc.

12-30-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Snapper Products, Inc.

Internal

Address: _____

Street Address: 500 North Spring St.

City: Port Washington State: WI Zip: 53074

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Georgia
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
See Attached.

B. Trademark Registration No.(s) _____
See Attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth Hastings Taylor

Internal Address: _____

Street Address: Brownstein Hyatt & Farber, PC
410 Seventeenth Street, Twenty-Second Floor

City: Denver State: CO Zip: 80202-4437

6. Total number of applications and registrations involved: _____

26

7. Total fee (37 CFR 3.41).....\$ 665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Hastings Taylor
Name of Person Signing

Signature

12-16-02
Date

Total number of pages including cover sheet, attachments, and document: _____

4

01/06/2003 JJAALLAH2 00000028 1817735

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
625.00 OP

TRADEMARK
REEL: 2642 FRAME: 0877



Registered Trademarks

TRADEMARK	REGIS. NO.
BLACK HAWK & Design	1,817,735
DURA-STEEL	2,064,023
GROUNDS CRUISER	2,434,269
HI VAC	1,165,244
NINJA	1,781,987
PAC-N-SAC	1,392,970
PRO CRUISER	2,162,845
PRO EXPRESS	2,196,494
SAM – Snapper American Made	2,138,606
SNAPPER	2,614,705
SNAPPER	2,277,715
SNAPPER	2,308,136
SNAPPER	1,073,474
SNAPPER	741,567
SNAPPER	1,186,440
SNAPPER & DESIGN (Legendary Quality)	2,187,119
SNAPPER GROUNDBREAKER	2,266,703
SNAPPERIZER	1,056,460
SNAPPER RIDER (Snapper Rider and Design)	2,101,146
SNAPPER LITE AND DESIGN	2,138,752
SNAPPER PRO	2,087,765
SUPER SIX	2,086,355

TRADEMARK	REGIS. NO.
THATCHERIZER	1,274,849
TURF CRUISER	2,090,111
YARD CRUISER	2,379,822

Trademark Applications

TRADEMARK	App. No.
SNAPPER	76/349,814

ASSIGNMENT OF TRADEMARKS

Assignment of Trademarks is from Snapper, Inc, a Georgia corporation ("Assignor"), to Snapper Products, Inc., a Delaware corporation ("Assignee"), and is effective as of the 21st day of November 2002.

For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby assign to Assignee, all of Assignor's right title and interest in and to the trademarks, trademark applications and intent to use trademark applications set forth on Exhibit A (the "Marks"), together with that portion of Assignor's business in connection with which it has an intent to use the Marks and the goodwill of the business symbolized by the Marks.

Assignor acknowledges that subsequent to the date hereof, Assignor shall not claim to possess any right, title or interest in and to such Marks and shall take no actions jeopardizing the existence or enforceability of the Marks or Assignee's rights therein. Assignor will not adopt or use or register or seek to register any name or mark anywhere in the world which is identical in word or design to the Marks or so similar thereto as to constitute a colorable imitation thereof or to suggest some association between Assignor and Assignee or sponsorship and/or endorsement of Assignor by Assignee.

Assignor agrees to assist Assignee in every legal way to evidence, record and perfect this Assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

Assignor represents and warrants to Assignee that: (a) Assignor was the sole owner of all rights, title and interest in the Marks, (b) Assignor has not assigned, transferred, licensed, pledged or otherwise encumbered the Marks, (c) Assignor has full power and authority to enter into this Assignment and to make the assignment set forth herein, (c) no claim or demand of any person has been made nor is there any proceeding that is pending, or to the knowledge of Assignor after due inquiry, threatened, nor is there a reasonable basis therefor, which (i) challenges the rights of Assignor with respect to the Marks, (ii) asserts that Assignor is infringing or is otherwise in conflict with, or is, required to pay any royalty, license fee, charge or other amount with regard to the Marks, or (iii) claims that any default exists under any agreement or arrangement, and (d) the Marks are not subject to any outstanding order, ruling, decree, judgment or stipulation by or with any court, arbitrator, or administrative agency, or have been the subject of any litigation within the last five years, whether or not resolved in favor of Assignor.

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first written above.

SNAPPER, INC.

By: *[Signature]*

Its: President & CEO

STATE OF Georgia)
) ss.
COUNTY OF Henry)

On November 18, 2002 before me, Marie L. Dodd,
Notary Public, personally appeared Robin Chamberlain,
personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity,
and that by his signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Marie L. Dodd
Notary Public

Notary Public, Henry County, Georgia
My Commission Expires May 13, 2005

EXHIBIT A**Trademarks and Applications**

TRADEMARK	REGIS./APP. NO.
BIO MASS	1,230,661
BLACK HAWK & Design	1,823,510
BLACK HAWK & Design	1,817,735
COBRA	74/621,973
COMET II	1,864,528
DURA-STEEL	2,064,023
FUQUA SPORTS F	1,104,644
GROUND CRUISER	2,434,269
HI VAC	1,165,244
JET VAC	74/410,233
KING COBRA	74/621,969
NINJA	1,781,987
PAC-N-SAC	1,392,970
PIT VIPER	74/621,971
PRO CRUISER	2,162,845
PRO EXPRESS	2,196,494
PRO-HYDRO	74/410,442
PRO-HYDRO	74/410,441
PYTHON	74/621,968
SAM – Snapper American Made	2,138,606
SAMURAI	74/415,145

TRADEMARK	REGIS./APP. NO.
SERPENTS BY SNAPPER	74/621,970
SNAP-LEASE	1,858,994
SNAPPER	2,614,705
SNAPPER	76/349,814
SNAPPER	2,277,715
SNAPPER	2,308,136
SNAPPER	1,073,474
SNAPPER	741,567
SNAPPER	1,186,440
SNAPPER & DESIGN (Legendary Quality)	2,187,119
SNAPPER GROUNDBREAKER	2,266,703
SNAPPERIZER	1,056,460
SNAPPER RIDER (Snapper Rider and Design)	2,101,146
SNAPPER LITE AND DESIGN	2,138,752
SNAPPER PRO	2,087,765
SUPER SIX	2,086,355
THATCHERIZER	1,274,849
TURF CRUISER	2,090,111
VIPER	74/621,972
WHIPPER SNAPPER	74/572,666
YARD CRUISER	2,379,822
ZRIDER	74/716,072

FOREIGN TRADEMARK	COUNTRY	REGIS./APP.NO.
ANYTHING LESS JUST WON'T CUT IT	Canada	088171600
COMET	Canada	TMA133,062
NINJA	U.K.	1,508,461
NINJA	U.K.	1,508,462
NINJA	Benelux	526.502
NINJA	France	92434226
NINJA	Germany	2046171
SNAPPER	Australia	301599
SNAPPER	Austria	122,008
SNAPPER	Benelux	341.860
SNAPPER	Canada	TMA133,559
SNAPPER	Canada	TMA501057
SNAPPER	Canada	079334100
SNAPPER	Canada	TMA509828
SNAPPER	Canada	TMA547256
SNAPPER	China	1617925
SNAPPER	China	1689702
SNAPPER	European Community	1814953
SNAPPER	France	1374006
SNAPPER	Germany	977323
SNAPPER	Israel	142,734
SNAPPER	Italy	764509

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TRADEMARK
REEL: 2642 FRAME: 0885

FOREIGN TRADEMARK	COUNTRY	REGIS./APP.NO.
SNAPPER in Katakana	Japan	1361145
SNAPPER	Japan	1361144
SNAPPER	Japan	4388306
SNAPPER (Katakana)	Japan	4388307
SNAPPER	Mexico	415,264
SNAPPER	New Zealand	613887
SNAPPER	Papua, New Guinea	A62892
SNAPPER	Saudi Arabia	575/70
SNAPPER	South Africa	1982/09069
SNAPPER	Spain	829712M
SNAPPER	Switzerland	487210
SNAPPER	U.K.	1427305
SNAPPER	U.K.	1427306
SNAPPER	Venezuela	P205564
SNAPPER & Design (Legendary Quality with Turtle)	Canada	TMA509828
SNAPPER ACCESS	EU Community	355800
SNAPPIN TURTLE	Canada	TMA100597
WHIPPER SNAPPER	Canada	TMA442042

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RECORDED: 12/16/2002

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