

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHILLER GROUNDS CARE, INC.		12/31/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CLARK EQUIPMENT COMPANY		
Doing Business As:	DOOSAN BOBCAT NORTH AMERICA		
Street Address:	250 East Beaton Drive		
City:	West Fargo		
State/Country:	NORTH DAKOTA		
Postal Code:	57078		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1155327	BOB-CAT	
Registration Number:	1077261	LAWNAIRE	
Registration Number:	0683211	MATAWAY	
Registration Number:	1042138	REN-O-THIN	
Registration Number:	1077263	RENOVAIRE	
Registration Number:	2822807	RYAN	
Registration Number:	0878133	RYAN	
Registration Number:	2594037	STEINER	
Registration Number:	1077262	TRACAIRE	
CORRESPONDENCE DATA			
Fax Number:	6082519166		
<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:	608-251-5000		
Email:	tm-dept@quarles.com, julie.hughes@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	33 East Main Street, Suite 900		
Address Line 2:	Lori S. Meddings		

CH \$240.00 1155327

Address Line 4:	Madison, WISCONSIN 53703
ATTORNEY DOCKET NUMBER:	167326.00369
NAME OF SUBMITTER:	Lori S. Meddings
SIGNATURE:	/Lori S. Meddings/
DATE SIGNED:	01/14/2020
Total Attachments: 7 source=EXECUTED trademark assignment agreement (project top cat)(clark equipment company)(2019)#page1.tif source=EXECUTED trademark assignment agreement (project top cat)(clark equipment company)(2019)#page2.tif source=EXECUTED trademark assignment agreement (project top cat)(clark equipment company)(2019)#page3.tif source=EXECUTED trademark assignment agreement (project top cat)(clark equipment company)(2019)#page4.tif source=EXECUTED trademark assignment agreement (project top cat)(clark equipment company)(2019)#page5.tif source=EXECUTED trademark assignment agreement (project top cat)(clark equipment company)(2019)#page6.tif source=EXECUTED trademark assignment agreement (project top cat)(clark equipment company)(2019)#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into effective as of December 31, 2019, by and between **Schiller Grounds Care, Inc.**, a Pennsylvania corporation ("Seller"), and **Clark Equipment Company**, a Delaware corporation doing business as Doosan Bobcat North America ("Buyer"). Capitalized terms in this Assignment that are not otherwise defined herein will have the meanings for such terms in the Purchase Agreement.

WHEREAS, the parties hereto and certain others are parties to that certain Asset Purchase Agreement dated effective as of December 1, 2019 (the "Purchase Agreement"); and

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, conveyed, transferred and assigned to Buyer, among other assets, the Acquired Intellectual Property; and

WHEREAS, in connection with and as a condition to the consummation of the transactions described in the Purchase Agreement, the parties hereto are to enter into, execute and deliver this Assignment.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and all other good and valuable consideration, the receipt, legal sufficiency and adequacy of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. **Assignment.** Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, and Buyer hereby purchases and accepts from Seller, all of Seller's right, title, interest and benefit in and to all of the following (collectively, the "Assigned Trademarks"), together with the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 attached hereto, and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by the applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including the domain names ("Domain Names") and unregistered (common law) trademarks set forth on Schedule 2 attached hereto;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover any such damages.

Seller agrees to transfer complete ownership in the Domain Names, and any and all rights and duties associated with the Domain Names to Buyer. Seller agrees to promptly respond to requests by Domain Name registrars and authorize such ownership transfer. Upon the confirmation of the transfer of the Domain Names to Buyer, Seller will have no further rights or duties with respect to the Domain Names except to assist in the furtherance of this Assignment. Seller agrees to provide the usernames and passwords for accessing the registration accounts for the Domain Names. Buyer shall be responsible for all fees associated with transferring ownership.

2. **Recordation.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any other applicable jurisdictions, to record and register this Assignment upon request by Buyer. Buyer shall be responsible for all fees for recordation of this Assignment.

3. Further Assurances. From time to time after the date hereof, at the request of Buyer and without further consideration, Seller will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further instruments of transfer and assignment and take such other actions as Buyer may reasonably require, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer. Buyer shall be responsible for all fees for recordation of such documents.

4. Miscellaneous.

(a) This Assignment and the applicable provisions of the Purchase Agreement and of the Other Agreements are intended by the parties as a final expression of their agreement in respect of the subject matter contained herein and are intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Assignment and the applicable provisions of the Purchase Agreement and of the Other Agreements supersede all prior agreements and understandings between the parties with respect to such subject matter.

(b) This Assignment may be assigned by the Buyer without restriction. Subject to the preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

(c) The Laws of the State of Delaware (without reference to its principles of conflicts of law) shall govern the construction, interpretation and other matters arising out of or in connection with this Assignment, whether arising in contract, tort, equity or otherwise.

(d) No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Except as otherwise provided hereunder, the remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party hereto, at law, in equity or otherwise.

(e) Any amendment, supplement or modification of or to any provision of this Assignment, any waiver of any provision of this Assignment, and any consent to any departure by the parties hereto from the terms of any provision of this Assignment, will be effective (i) only if it is made or given in writing and signed by the parties hereto and (ii) only in the specific instance and for the specific purpose for which made or given.

(f) The provisions of this Assignment will be deemed severable and the invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of the other provisions hereof. Upon such determination that any provision is invalid, illegal or incapable of being enforced, such provision will be ineffective only to the extent of such invalidity, illegality or incapability, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

(g) This Assignment may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become binding when one or more counterparts taken together shall have been executed and delivered by both of the parties. It shall not be necessary in making proof of this Assignment or any counterpart hereof to produce or account for any of the other counterparts. Counterparts may be executed and delivered by "wet" signatures or electronic marks, including facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission methods which include a copy of the sending party's signature(s), and any counterpart so executed and delivered shall be deemed to have been duly and validly executed and delivered and shall be valid and effective for all purposes.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement effective as of the date first above written.

SELLER:

Schiller Grounds Care, Inc.

By: 

Jeffrey L. Perelman, Chief Executive Officer

BUYER:

Clark Equipment Company

By: _____

Michael Ballweber, President

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement effective as of the date first above written.


SELLER:

Schiller Grounds Care, Inc.

By: _____
Jeffrey E. Perelman, Chief Executive Officer

BUYER:

Clark Equipment Company

By:  _____
Michael Ballweber, President

Schedule 1

Assigned Trademark Registrations and Trademark Applications

Mark	Country	Reg. No.	Issue Date	App. No.	Filing Date	Renewal Due
<u>BOB-CAT</u>	<u>U.S.</u>	<u>1,155,327</u>	<u>26-May-1981</u>	<u>73/220,821</u>	<u>25-Jun-1979</u>	<u>26-May-2021</u>
<u>LAWNAIRE</u>	<u>U.S.</u>	<u>1,077,261</u>	<u>15-Nov-1977</u>	<u>73/095,308</u>	<u>2-Aug-1976</u>	<u>15-Nov-2027</u>
<u>MATAWAY</u>	<u>U.S.</u>	<u>683,211</u>	<u>11-Aug-1959</u>	<u>72/049,691</u>	<u>15-Apr-1958</u>	<u>11-Aug-2029</u>
<u>REN-O-THIN</u>	<u>U.S.</u>	<u>1,042,138</u>	<u>29-Jun-1976</u>	<u>73/067,351</u>	<u>29-Oct-1975</u>	<u>29-Jun-2026</u>
<u>RENOVAIRE</u>	<u>U.S.</u>	<u>1,077,263</u>	<u>15-Nov-1977</u>	<u>73/095,310</u>	<u>2-Aug-1976</u>	<u>15-Nov-2027</u>
<u>RYAN</u>	<u>U.S.</u>	<u>2,822,807</u>	<u>16-Mar-2004</u>	<u>76/509,195</u>	<u>17-Apr-2003</u>	<u>16-Mar-2024</u>
<u>RYAN</u>	<u>Turkey</u>	<u>2013 23546</u>	<u>28-Nov-2016</u>	<u>2013/23546</u>	<u>13-Mar-2013</u>	<u>13-Mar-2023</u>
<u>RYAN</u>	<u>European Union</u>	<u>003384633</u>	<u>1-Apr-2005</u>	<u>003384633</u>	<u>3-Oct-2003</u>	<u>3-Oct-2023</u>
<u>RYAN</u>	<u>France</u>	<u>1467444</u>	<u>10-Nov-1988</u>	<u>928508</u>	<u>20-May-1988</u>	<u>20-May-2028</u>
<u>RYAN</u>	<u>Norway</u>	<u>223869</u>	<u>15-Jul-2004</u>	<u>200309224</u>	<u>3-Oct-2003</u>	<u>15-Jul-2024</u>
<u>RYAN</u>	<u>China</u>	<u>18036092</u>	<u>27-Sep-2017</u>	<u>18036092</u>	<u>10-Oct-2015</u>	<u>27-Sep-2027</u>
<u>RYAN and Design</u>	<u>U.S.</u>	<u>878,133</u>	<u>7-Oct-1969</u>	<u>72/281,491</u>	<u>29-Sep-1967</u>	<u>7-Oct-2029</u>
						
<u>STEINER</u>	<u>U.S.</u>	<u>2,594,037</u>	<u>16-Jul-2002</u>	<u>76/187,050</u>	<u>15-Dec-2000</u>	<u>16-Jul-2022</u>
<u>STEINER</u>	<u>Canada</u>	<u>TMA593133</u>	<u>27-Oct-2003</u>	<u>1095414</u>	<u>9-Mar-2001</u>	<u>27-Oct-2033</u>
<u>TRACAIRE</u>	<u>U.S.</u>	<u>1,077,262</u>	<u>15-Nov-1977</u>	<u>73/095,309</u>	<u>2-Aug-1976</u>	<u>15-Nov-2027</u>

Schedule 2

Unregistered (Common Law) Trademarks

Mark	Product
PREDATOR-PRO™	Mower
PROCAT™	Mower
FASTCAT™	Mower
XRZ™	Mower
CRZ™	Mower
QUICKCAT™	Mower
BOSS-VAC™	Vacuum attachment to collect lawn clippings
AirFX™	Cutting system
TufDeck™	Cutting system
DuraDeck™	Cutting system
Traction Max™	Wheel traction system
QUICK-HITCH™	Hitching system
CRX™	Mower
ISORIDE™	Suspension seat and comfort system
MOW WITH CONFIDENCE™	Warranties
PREDPRO™	Mower
ZRX™	Mower

Domain Names

bestzeroturningmowers.com
bestzeroturnmower.com
bob-cat.asia
bob-cat.com
bob-cat.net
bob-cat.org
bob-catmowers.com
bob-catturf.com
bobcaterx.com
bobcaterz.com
bobcatlawn.com
bobcatmakeyoumove.com
bobcatmakeyourmove.com
bobcatmowerdealer.com
bobcatmowerdealers.com
bobcatquickcat.com
bobcatturf.au.com
bobcatturf.com
bobcatturf.mobi
fastcat.asia
fastcatpro.com
grassneversleep.com
grassneversleeps.com
mataway.com
mataway.net
mataway.org
morethanmow.com
mowwithbobcat.com
newzeroturnmower.com
ryan-aerator.com

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ryanturf.mobi
ryanturfcare.com
sellbobcatmowers.com
steinerfarm.com
steinergolf.com
steinerowner.com
steinersnow.com
steinerturf.asia
steinerturf.com
topcatdealer.com
topcatdealers.com
turnmowers.com
zero-turn-mower.com
zeroturningmowers.com
zeroturningmowers.us
zeroturnmower.us