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

1. Name of conveying party (ies):

Karl D. Heal

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

2. Name and address of receiving party(ies)
Name: The Toro Company

Internal Address:

Street Address: 8111 Lyndale Avenue South
City: ZIP: Bloomington, Minnesota 55420

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Letters Patent of Amalgamation
Execution Date: November 23, 1998

4. Application number(s) or patent number(s): 09/167,252

If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No. (s) | B. Patent No. (s)

Additional numbers attached? Yes No

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

Internal Address: Larkin, Hoffman, Daly & Lindgren, Ltd.

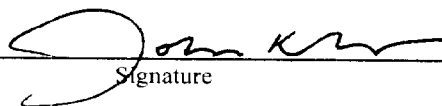
Street Address: 1500 Norwest Financial Center
7900 Xerxes Avenue South

City: Bloomington State: Minnesota ZIP: 55431

6. Total number of applications and patents involved:
7. Total fee (37 CFR 3.41).....\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-0449
(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John F. Klos, Registration No. 37,162
Name of Person Signing |  Signature | Nov. 25, 1998 Date

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

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

00000001 0987252
40.00
Nov. 25, 1998
FC:581

ASSIGNMENT

WHEREAS, Karl D. Heal, residing at 1435 Meadow Lane, Chaska, Minnesota 55318, James R. Fear, residing at 14812 Autumn Place, Burnsville, Minnesota 55306, and Jerry Zien, residing at 17808 Revere Way, Prior Lake, Minnesota 55372, jointly made an invention disclosed and claimed in an application for United States Letters Patent filed on October 6, 1998, Application No. 09/167,252 and entitled **Mowing Vehicle Control System**.

WHEREAS, Karl D. Heal, (“assigning inventor”) is desirous of assigning his entire right, title and interest in and to said invention and any U.S. or foreign Letters Patent that may be issued thereon, and any improvements thereto; and

WHEREAS, The Toro Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware, having a principal place of business located at 8111 Lyndale Avenue South, Bloomington, Minnesota 55420, is desirous of acquiring the right, title, and interest of Karl D. Heal in and to said invention, the U.S. and foreign Letters Patent that may be issued thereon, and any improvements thereto;

NOW THEREFORE, Be It Known, that for good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the entire right, title, and interest of said Karl D. Heal in and to said application for United States Letters Patent, the Invention disclosed and claimed therein, and any renewals, reexaminations, reissues, extensions, substitutions, continuations, continuations-in-part, or divisionals thereof, including all foreign patents or rights claiming the benefit of priority therefrom or relating thereto, as fully set forth and described in the application for Letters Patent, is hereby sold, assigned and transferred unto The Toro Company.

Pursuant to this Assignment, Karl D. Heal warrants that he has made no other assignment, license, transfer, grant, mortgage, encumbrance, or other agreement regarding or affecting the rights and intellectual property interests in the subject invention to or with any party other than The Toro Company and agree that he and his executors or legal representatives will make, execute, and delivery any and all written instruments including application papers, affidavits, assignments, or other documents as requested by The Toro Company; will communicate to The Toro Company any facts or circumstances known to them regarding the conception or reduction to practice of the invention or improvements thereon; will cooperate with and testify on behalf of The Toro Company in any proceeding before the U.S. Patent and Trademark Office, foreign patent office, state or federal court, or any administrative body or alternate dispute resolution forum; and generally do all things which may be desirable or necessary in the view of The Toro Company to vest, obtain, secure, perfect, maintain, or enforce any rights under the invention, application, Letters Patent, or similar proprietary intellectual property rights created or subsisting therein, or any improvement thereto, which are the subject of this Assignment.

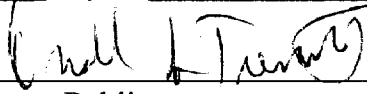
The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent in accordance with this Assignment.

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)



Karl D. Heal

Subscribed and sworn before me this
23rd day of November, 1998.



Notary Public
290931

