

11-05-2004



102875875

10-2704

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

David J. Martin

Execution Date(s) October 27, 2004
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: Bloomington
State: MN
Country: USA Zip: 55420
Additional name(s) & address(es) attached? Yes No

22151 U.S. PTO
29/216077

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

A. Patent Application No.(s) _____
Additional numbers attached? Yes No

This document is being filed together with a new application.
B. Patent No.(s) _____

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

Name: John F. Klos
Internal Address: Fulbright & Jaworski LLP
Street Address: 80 South Eighth Street
Suite 2100
City: Minneapolis
State: MN Zip: 55402
Phone Number: 612-321-2806
Fax Number: 612-321-9600
Email Address: jklos@fulbright.com

6. Total number of applications and patents involved:

1
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 50-1212(10403953)
Authorized User Name John F. Klos

9. Signature:

John F. Klos
Signature
Name of Person Signing

October 27, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, David J. Martin, having a residence at 9936 Balmoral Lane, Eden Prairie, Minnesota 55347, made inventions disclosed and claimed in applications for United States Letters Patent filed herewith and entitled:

26.2.029 Housing for Convertible Yard Tool (Design)
Convertible Yard Tool (Design)

WHEREAS, David J. Martin ("assigning inventor") is desirous of assigning his entire right, title and interest in and to said inventions and any U.S. or foreign Letters Patents 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 David J. Martin in and to said inventions, the U.S. and foreign Letters Patents 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 David J. Martin in and to said applications for United States Letters Patent, the Inventions 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 applications for Letters Patent, is hereby sold, assigned and transferred unto The Toro Company.

Pursuant to this Assignment, David J. Martin warrants that he has made no other assignment, license, transfer, grant, mortgage, encumbrance, or other agreement regarding or

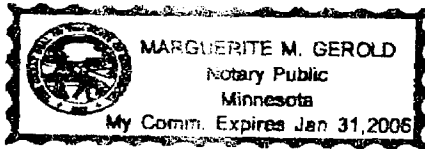
affecting the rights and intellectual property interests in the subject inventions to or with any party other than The Toro Company and agree that he and his executors or legal representatives will make, execute, and delivery any and all written instruments including application papers, affidavits, assignments, 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 inventions 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 inventions, applications, Letters Patents, or similar proprietary intellectual property rights created or subsisting therein, or any improvements thereto, which are the subject of this Assignment.

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



 David J. Martin

STATE OF MINNESOTA)
) ss.
 COUNTY OF Hennepin)



Subscribed and sworn before me this
27th day of October, 2004.

Marguerite M. Gerold
 Notary Public