

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Quitclaim Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Jeffrey O. Neitzel	04/28/2009
David J. Sugden	04/17/2009
RECEIVING PARTY DATA	
Name:	Metalcraft of Mayville, Inc.
Street Address:	1000 Metalcraft Drive
Internal Address:	Post Office Box 152
City:	Mayville
State/Country:	WISCONSIN
Postal Code:	53050
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	08610585
CORRESPONDENCE DATA	
Fax Number:	(414)225-9753
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	414-225-9755
Email:	docketing@boylefred.com
Correspondent Name:	Boyle Fredrickson, S.C.
Address Line 1:	840 North Plankinton Avenue
Address Line 4:	Milwaukee, WISCONSIN 53203
ATTORNEY DOCKET NUMBER:	864.000
NAME OF SUBMITTER:	Timothy E. Newholm
Total Attachments: 14 source=Executed Quitclaim Assignment (Jeffrey O. Neitzel) (00248656)#page1.tif source=Executed Quitclaim Assignment (Jeffrey O. Neitzel) (00248656)#page2.tif	

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**PATENT
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QUITCLAIM ASSIGNMENT

This Quitclaim Assignment is executed by Jeffrey O. Neitzel ("ASSIGNOR") with regard to certain pending U.S. Patent Application(s) and/or issued U.S. Letters Patent(s) (hereafter collectively and individually referred to as "the Patents"), listed in Schedule A attached hereto.

WHEREAS, the Patents were originally assigned by ASSIGNOR to "Scag Power Equipment, Inc", which was believed to be a division of Metalcraft of Mayville, Inc.;

WHEREAS, ASSIGNOR has recently learned that Scag Power Equipment, Inc. is an operating division of Metalcraft of Mayville, Inc., not an independent legal entity;

WHEREAS, the original assignment of the Patents may be considered imperfect as a result; and


WHEREAS, Metalcraft of Mayville, Inc. ("ASSIGNEE") desires to obtain a quitclaim of any right, title, and interest ASSIGNOR may have in or to the Patents;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby does quitclaim, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives, and assigns, any right, title, and interest ASSIGNOR may have in or to the Patents, including all applications related thereto (including divisions, renewals, and continuations), all patents which may be granted thereon, all reissues and extensions thereof, all rights of priority under International Conventions, all foreign applications related thereto, all patents which may be granted in foreign countries, and all extensions, renewals, and reissues thereof. ASSIGNOR hereby authorizes and requests, to the extent of any right it has to do so, that the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all such patents to ASSIGNEE in accordance with the terms of this instrument.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns any claims for damages and all remedies arising out of any violation of the rights assigned hereby that ASSIGNOR may have, including those that accrued prior to the date of this assignment to ASSIGNEE and those that may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents before or after issuance.

AND, as part of this Quitclaim Assignment, ASSIGNOR makes no representations or warranties, either express or implied, as to the adequacy or sufficiency of the Patents and related applications, their freedom from defects of any kind, including freedom from any claim of patent or trade secret infringement that may result from the use thereof. This Quitclaim Assignment provides no warranties, including warranties of title.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 28 day of April, 2009.



Jeffrey O. Neitzel

Schedule A

<u>STATUS, FILING DATE,</u> <u>SERIAL NO.</u>	<u>ISSUE DATE, PAT. NO.,</u> <u>EXP. DATE</u>	<u>TITLE</u>
Status: Issued Filed: 3/7/1996 Serial #: 08/610,585	Issued: 10/27/1998 Pat. #: 5,826,416 Expires: 6/2/2015	Dual-Outlet Blower System

QUITCLAIM ASSIGNMENT

This Quitclaim Assignment is executed by David J. Sugden ("ASSIGNOR") with regard to certain pending U.S. Patent Application(s) and/or issued U.S. Letters Patent(s) (hereafter collectively and individually referred to as "the Patents"), listed in Schedule A attached hereto.

WHEREAS, the Patents were originally assigned by ASSIGNOR to "Scag Power Equipment, Inc", which was believed to be a division of Metalcraft of Mayville, Inc.;

WHEREAS, ASSIGNOR has recently learned that Scag Power Equipment, Inc. is an operating division of Metalcraft of Mayville, Inc., not an independent legal entity;

WHEREAS, the original assignment of the Patents may be considered imperfect as a result; and

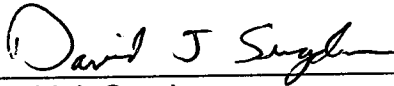
WHEREAS, Metalcraft of Mayville, Inc. ("ASSIGNEE") desires to obtain a quitclaim of any right, title, and interest ASSIGNOR may have in or to the Patents;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby does quitclaim, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives, and assigns, any right, title, and interest ASSIGNOR may have in or to the Patents, including all applications related thereto (including divisions, renewals, and continuations), all patents which may be granted thereon, all reissues and extensions thereof, all rights of priority under International Conventions, all foreign applications related thereto, all patents which may be granted in foreign countries, and all extensions, renewals, and reissues thereof. ASSIGNOR hereby authorizes and requests, to the extent of any right it has to do so, that the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all such patents to ASSIGNEE in accordance with the terms of this instrument.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns any claims for damages and all remedies arising out of any violation of the rights assigned hereby that ASSIGNOR may have, including those that accrued prior to the date of this assignment to ASSIGNEE and those that may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents before or after issuance.

AND, as part of this Quitclaim Assignment, ASSIGNOR makes no representations or warranties, either express or implied, as to the adequacy or sufficiency of the Patents and related applications, their freedom from defects of any kind, including freedom from any claim of patent or trade secret infringement that may result from the use thereof. This Quitclaim Assignment provides no warranties, including warranties of title.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 17 day of April, 2009.

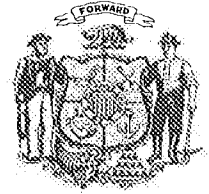


David J. Sugden

Schedule A

<u>STATUS, FILING DATE, SERIAL NO.</u>	<u>ISSUE DATE, PAT. NO., EXP. DATE</u>	<u>TITLE</u>
Status: Issued Filed: 3/7/1996 Serial #: 08/610,585	Issued: 10/27/1998 Pat. #: 5,826,416 Expires: 6/2/2015	Dual-Outlet Blower System
Status: Issued Filed: 3/10/1999 Serial #: 09/265,742	Issued: 2/27/2001 Pat. #: 6,192,666 Expires: 3/10/2019	Lawn Mower
Status: Issued Filed: 1/14/2003 Serial #: 10/342,123	Issued: 5/17/2005 Pat. #: 6,892,519 Expires: 5/14/2023	Adjustable Baffle for Mowing Deck
Status: Issued Filed: 9/26/2003 Serial #: 10/672,713	Issued: 7/3/2007 Pat. #: 7,237,374 Expires: 9/26/2023	A Roller Assembly for Striping a Lawn (As Amended)
Status: Issued Filed: 6/20/1997 Serial #: 08/879,438	Issued: 11/10/1998 Pat. #: 5,832,708 Expires: 6/20/2017	Hopper Full Alarm System
Status: Issued Filed: 1/24/1997 Serial #: 08/792,963	Issued: 2/2/1999 Pat. #: 5,865,018 Expires: 1/24/2017	Cutter Blade
Status: Issued Filed: 11/12/2004 Serial #: 10/986,643	Issued: 6/27/2006 Pat. #: 7,065,946 Expires: 11/12/2024	Lawnmower Having Mulching Cutter Deck Assembly
Status: Issued Filed: 7/13/2005 Serial #: 11/180,056	Issued: 4/3/2007 Pat. #: 7,197,863 Expires: 7/13/2025	Lawnmower Cutter Deck with Side- to-Side Deck Leveler
Status: Issued Filed: 1/18/2005 Serial #: 11/037,974	Issued: 2/14/2006 Pat. #: 6,996,962 Expires: 1/14/2023	Adjustable Baffle for Mowing Deck
Status: Issued Filed: 3/21/2007 Serial #: 11/689,341	Issued: 1/20/2009 Pat. #: 7,478,689 Expires: 3/21/2027	Vehicle Steering and Speed Control
Status: Issued Filed: 7/20/2006 Serial #: 11/458,857	Issued: 5/20/2008 Pat. #: 7,373,768 Expires: 9/26/2023	Lawn Striper

<u>STATUS, FILING DATE, SERIAL NO.</u>	<u>ISSUE DATE, PAT. NO., EXP. DATE</u>	<u>TITLE</u>
Status: Pending Filed: 10/11/2006 Serial #: 11/548,547		Normally Deployed, Selectively Retractable Roll-Over Protection System
Status: Pending Filed: 11/27/2007 Serial #: 11/945,734		Lawnmower Cutter Deck with Independently Operable Corner Deck Leveler Assemblies
Status: Pending Filed: 4/3/2007 Serial #: 11/695,871		Maintenance Free Caster Wheel Assembly
Status: Pending Filed: 3/12/2008 Serial #: 12/046,769		Adjustable Pump Control Linkage for Pump Driven Vehicle
Status: Pending Filed: 3/12/2008 Serial #: 12/046,962		Lawnmower with Cutter Deck Locator Assembly
Status: Pending Filed: 9/11/2008 Serial #: 61/096,178		Selectively Extendible Operator's Platform for Stand-On Lawnmower



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Deputy Administrator, Division of Corporate & Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared with the document on file in the Corporation Section of the Division of Corporate & Consumer Services of this department, and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in black ink, appearing to read "Ray Allen".

RAY ALLEN, Deputy Administrator
Division of Corporate & Consumer Services
Department of Financial Institutions

DATE: APR - 8 2009

BY: A handwritten signature in black ink, appearing to read "Patricia Weber".

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

SECRET
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**PLAN OF MERGER AND
ARTICLES OF MERGER OF**

SCAG POWER EQUIPMENT, INC., 01 1523740
A Wisconsin Corporation

WITH AND INTO

METALCRAFT OF MAYVILLE, INC., 01 1M17636
A Wisconsin Corporation

PLAN OF MERGER AND ARTICLES OF MERGER made and adopted as of this 18th day of September, 1992, in connection with the merger of Scag Power Equipment, Inc., a Wisconsin corporation (hereinafter "SCAG") with and into Metalcraft of Mayville, Inc., a Wisconsin corporation (hereinafter "METALCRAFT").

WHEREAS, METALCRAFT is a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin and is authorized to issue 4,000,000 shares of \$0.10 par value common stock, of which 1,789,599 shares have been duly issued and are now outstanding and is the owner of all of the issued and outstanding shares of the capital stock of SCAG; and

WHEREAS, the registered office of METALCRAFT is located at County Trunk V and Slag Road, City of Mayville, Dodge County, Wisconsin 53050, and Edwin A. Gallun, Jr. is the registered agent in charge thereof upon whom process against METALCRAFT may be served; and

WHEREAS, SCAG is a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin and is authorized to issue 2,800 shares of no par value common stock, of which 800 shares have been duly issued to and are now outstanding in the name of METALCRAFT; and

WHEREAS, the registered office of SCAG is located at W226 N900 Eastmound Drive, City of Waukesha, Waukesha County, Wisconsin 53186 and Dane T. Scag is the registered agent in charge thereof upon whom process against SCAG may be served; and

WHEREAS, the Board of Directors of METALCRAFT deems it advisable and to the advantage and welfare of the two corporate parties and to the shareholders that SCAG, a wholly owned subsidiary of METALCRAFT, merge with and into METALCRAFT under and pursuant to the provisions of Chapter 180 of the Wisconsin Statutes, and in particular §180.1104 thereof, and that said Board of Directors, by Consent Resolution, unanimously adopted this Plan of Merger and Articles of Merger and agreed and consented to the taking of all acts to be done pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the premises and the benefits to be derived hereby, the Plan of Merger and Articles of Merger hereinafter set forth is hereby adopted:

1. Merger. SCAG shall be, and is hereby, merged with and into METALCRAFT.

2. Approval; Effective Date. This Plan of Merger and Articles of Merger has been approved in accordance with §180.1104

of the Wisconsin Statutes and shall become effective as of the close of business on September 30, 1992, the time of such effectiveness being hereinafter called the "Effective Date."

3. Surviving Corporation. METALCRAFT shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Wisconsin, and the separate corporate existence of SCAG shall cease forthwith upon the Effective Date.

4. Authorized Capital. Unless and until the same shall be changed in accordance with the laws of the State of Wisconsin, the authorized capital stock of METALCRAFT following the Effective Date shall be that stated in its Articles of Incorporation, as follows:

<u>Class</u>	<u>No. of Shares Authorized</u>	<u>No. of Shares Outstanding</u>	<u>Par Value Share</u>
Common	4,000,000	1,789,599	\$0.10

5. Articles of Incorporation. The Articles of Incorporation of METALCRAFT shall be the Articles of Incorporation of the surviving corporation following the Effective Date, provided that said Articles of Incorporation may be amended or repealed in accordance with the provisions thereof or as otherwise provided by law, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatever nature conferred in such Articles of Incorporation, herein or by law, upon any shareholder or director or officer of METALCRAFT or upon any other person whosoever is subject to this reserved power. Such Articles of Incorporation shall constitute the Articles of Incorporation of METALCRAFT

separate and apart from this instrument and may be separately certified as the Articles of Incorporation of METALCRAFT.

6. Bylaws. The bylaws of METALCRAFT shall be bylaws of METALCRAFT as the surviving corporation following the Effective Date provided that said bylaws may be amended or repealed in accordance with the provisions thereof.

7. Further Assurance of Title. If at any time METALCRAFT shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to METALCRAFT as the surviving corporation any right, title or interest in SCAG held immediately prior to the Effective Date, SCAG, by its last acting officers and directors, shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in METALCRAFT as shall be necessary to carry out the purposes of this instrument, and METALCRAFT and the proper officers and directors thereof are fully authorized to take any and all such action in the name of SCAG or otherwise.

8. Retirement of SCAG Common Stock; Book Entries. The parties hereto acknowledge and agree that SCAG is a wholly owned subsidiary of METALCRAFT and as such, all of the issued and outstanding shares of common stock of SCAG are issued to and outstanding in the name of METALCRAFT. Therefore, upon the Effective Date

of this merger, the 800 issued and outstanding shares of the common stock of SCAG shall be canceled.

9. Directors and Officers. The directors and officers of the surviving corporation will be the same as the directors and officers of METALCRAFT immediately prior to the Effective Date, and said officers and directors shall serve in such capacity until their successors shall be duly elected and shall qualify.

IN WITNESS WHEREOF, this Plan of Merger and Articles of Merger has been made, executed and adopted by METALCRAFT in accordance with §180.1104 of the Wisconsin Statutes as of the date first set forth above.

METALCRAFT OF MAYVILLE, INC.

By: Edwin A. Gallun, Jr.
Edwin A. Gallun, Jr., President

Attest: Diane Goodrich
Diane Goodrich, Secretary

WRW/pcm:mom

Articles & Mergers

Merges: Scag Power Equipment, Inc. (Domestic)

Intro: Metalcraft of Mayville, Inc. (Domestic)
(Snoovim)

Note

Mergers
Effective
9/30/92

STATE OF WISCONSIN
FILED

SEP 25 1992 \$100.00

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

Atty. William R. West

Gibbs, Roper, Koots & Williams, S.C.

735 North Water Street

Milwaukee, Wisconsin 53702