

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGCO S.A.		05/09/2003	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	Massey Ferguson Corp.		
Street Address:	4205 River Green Parkway		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30096		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Registration Number:	1775125		
CORRESPONDENCE DATA			
Fax Number:	(404)962-6883		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3281		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Auma N. Reggy, Esq.		
Address Line 1:	600 Peachtree Street, N.E., Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	AGCO/DYNASHIFT/ASSIGN		
NAME OF SUBMITTER:	Segeda T. Ranjeet, Esq.		

Total Attachments: 3

900000291

**TRADEMARK
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 9th day of May, 2003, by and between AGCO S.A., a France corporation, residing at Avenue Blaise Pascal, B.P. 60307, 60026 Beauvais, Cedex, France, ("Assignor"), and Massey Ferguson Corp., a Delaware corporation, having its principal place of business at 4205 River Green Parkway, Duluth, Georgia 30096-2584, USA ("Assignee");

WITNESSETH

WHEREAS, Assignor has adopted and used and is the owner of the trademark DYNASHIFT (the "Mark"), and the trademark Registration as set forth on Schedule A attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the Mark and Registration set forth on Schedule A; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer to Assignee of the Mark and Registration set forth on Schedule A;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Mark and Registration together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Mark and Registration.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and/or instruments, and to do any and all further acts, as reasonably deemed necessary by Assignee to vest in Assignee all right, title and interest in and to

the Mark and Registration and to enable such right, title and interest to be recorded in the appropriate governmental authority or agency of the United States and internationally.

“ASSIGNOR”
AGCO S.A.

By:  _____

Name: Stephen D. Lupton

Title: Senior Vice President & General Counsel

SCHEDULE A

COUNTRY	MARK	REG. DATE or FILING DATE	REG. NO. or SERIAL NO.	GOODS	STATUS
United States	DYNASHIFT	06/08/1993	1775125	Int. Cl. 12 -- Tractors and parts thereof; and land motor vehicle parts; namely, transmissions and gearboxes and parts thereof	Registered

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RECORDED: 05/14/2003

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