

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Briggs & Stratton Power Products Group, LLC		02/05/2008	CORPORATION: WISCONSIN
Ford Motor Company		02/05/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ford Motor Company		
<b>Street Address:</b>	One American Road		
<b>City:</b>	Dearborn		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48126		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1644340	EXPLORER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)358-3351		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248-358-4400		
<b>Email:</b>	ejanda@brookskushman.com, abielaniec@brookskushman.com		
<b>Correspondent Name:</b>	Elizabeth F. Janda		
<b>Address Line 1:</b>	1000 Town Center		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48075		
<b>ATTORNEY DOCKET NUMBER:</b>	FMCTA21625TUS/81178309		
<b>NAME OF SUBMITTER:</b>	Elizabeth F. Janda		
<b>Signature:</b>	/elizabeth f janda/		

CH \$40.00 1644340

Date:

04/22/2008

**Total Attachments: 4**

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## TRADEMARK AGREEMENT

This Agreement is dated February 5, 2008 (the "Effective Date") by and between Briggs & Stratton Power Products Group, LLC, a Wisconsin based limited liability corporation located at 900 North Parkway, Jefferson, Wisconsin, 53549 (hereinafter, "Briggs") and Ford Motor Company, a Delaware corporation, having a place of business at One American Road, Dearborn, Michigan 48126 (hereinafter "Ford").

WHEREAS Briggs is the owner of certain United States rights in the trademark EXPLORER, including a U.S. trademark registration for the trademark free and clear to an order of the U.S. Bankruptcy Court for the Middle District of Tennessee entered on January 31, 2005 in the matter captioned in Re: Murray, Inc. (Case No. 04-13611); and

WHEREAS Ford is desirous of acquiring all of Briggs' United States rights in the EXPLORER mark.

The parties hereto agree as follows:

### 1. Definitions

- a. "Trademark" shall mean the trademark EXPLORER, and which includes U.S. Trademark Registration No. 1,644,340 (hereinafter the "EXPLORER Registration").

### 2. Assignment

- a. Briggs hereby assigns to Ford all of Briggs' United States right, title and interest in and to the Trademark, including without limitation the EXPLORER Registration and other registrations, applications, all registrations issuing on the applications, any renewals and extensions that may be granted thereon and unregistered rights in the Trademark, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof.
- b. Within 30 days of receiving an invoice from Briggs therefor, Ford shall pay Briggs USD 25,000 (twenty-five thousand U.S. Dollars). Such invoice shall be on Briggs' letterhead, shall reference "Assignment of EXPLORER Trademark, Ford File 81174232, and shall include electronic funds transfer instructions.
- c. Briggs agrees to promptly execute any further documents as may be necessary to transfer the Trademark to Ford, including without limitation

the short-form assignment documents attached as Appendix 1 for filing with the United States Trademark Office.

3. Warranties

- a. Briggs warrants that it is the owner of the EXPLORER Registration without encumbrances or restrictions on assignment.
- b. Briggs warrants that it has granted no active third-party licenses in the Trademark.
- c. Briggs warrants that as of the Effective Date, it has not received written notice of any current threats, litigations or other objections of any kind against Briggs which allege that the Trademark infringes the trademark rights of any third parties.
- d. BRIGGS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE EXPLORER TRADEMARK.

4. Miscellaneous Provisions

- a. Any notice to be served or given in accordance with this Agreement shall be in writing and delivered by email and overnight courier as follows:

If to Briggs:

Briggs & Stratton Corporation  
Post Office Box 702  
Milwaukee, WI 53201-0702

Attn: Lynda Hargreaves  
Intellectual Property Administrator  
Email: hargreaves.lynda@basco.com:

If to Ford:

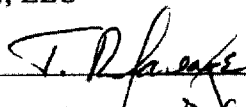
Ford Global Technologies, LLC  
Suite 800  
330 Town Center Drive  
Dearborn, Michigan 48126

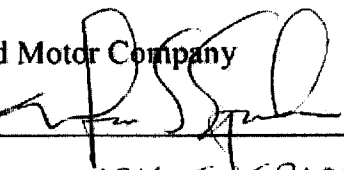
Attn: Chief Trademark Counsel  
e-mail: tmgroup@ford.com

Either party may change its notice address by giving written notice to the other party.

- b. If any provision of this Agreement shall become unlawful or unenforceable, no other provisions of this Agreement shall become unenforceable, and to the extent possible, this Agreement shall be interpreted as closely as possible to the original intent of the unlawful or unenforceable provision.
- c. Briggs shall use reasonable efforts to keep the EXPLORER Registration in force pending Ford's recordation of its assignment.
- d. The persons executing this Agreement on behalf of each party represent and warrant that they have appropriate authority to bind their respective party.
- e. This Agreement may be executed in counterparts, each of which shall be considered the same instrument.

Briggs & Stratton Power Products  
Group, LLC

By   
Name Thomas R. Savage  
Title Sr VP - Admin

Ford Motor Company  
By   
Name MARK S. SPARSCHU  
Title CHIEF TRADEMARK COUNSEL

**APPENDIX 1**

**CONFIRMATION OF ASSIGNMENT OF TRADEMARK**

Briggs & Stratton Power Products Group, LLC, having a place of business at 900 North Parkway, Jefferson, Wisconsin 53549, is the owner of record of the following mark and registration in the United States Trademark Office:

<u>Registration/Serial No.</u>	<u>Mark</u>	<u>Issued</u>
1,644,340	EXPLORER	May 14, 1991

Ford Motor Company, a Delaware corporation with a principal place of business at One American Road, Dearborn, Michigan 48126 (hereinafter "Ford"), has acquired all United States right, title and interest to this mark and registration together with the goodwill of the business associated herewith and desires to record the transfer and assignment of this registration with the US Trademark Office.

BRIGGS & STRATTON POWER PRODUCTS GROUP, LLC confirms that on \_\_\_\_\_ it assigned and transferred to FORD MOTOR COMPANY the entire United States right, title and interest in and to the trademark and registration as set forth above, and the goodwill of the business in connection with which the marks were and are used, together with any right to recover for past infringement.

Briggs & Stratton Power  
Products Group, LLC

Ford Motor Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_