

04-06-2004



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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 parties: Elco Textron Inc. Elco Rhode Island (2002) Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other

2. Name and address of receiving party: Name: Texttron Innovations Inc. Internal Address: Street Address: 40 Westminster Street City: Providence State: RI Zip: 02903 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [ ] Yes [ ] No

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: November 1, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration Nos. 2,069,244; 2,063,044; 2,156,056; 2,050,784; 2,174,200; 2,158,075; 2,038,853; 2,116,616; 1,844,083; 1,817,721; 1,815,669; 1,805,294; 1,141,464; 1,049,923; 1,045,758; 1,285,811; 1,429,007; 1,815,669; 1,405,471; 1,438,947; 789,300; 2,740,334

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Trademark Administrator Internal Address: TESTA, HURWITZ & THIBEAULT, LLP Street Address: High Street Tower, 125 High Street City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 22 7. Total fee (37 CFR 3.41) \$565.00 [ ] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 20-0531 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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. Brian M. Gaff, Esq. (Reg. No. 44,691) Name of Person Signing Signature Date 31 - mkg 04

Total number of pages including cover sheet, attachments, and document: 5

04/05/2004 LINDSEY 0000037 200531 2069244

01 FC:0521 40.00 BA 02 FC:0522 525.00 BA

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P. O. Box 1450 Alexandria, VA 22313-1450

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**ASSIGNMENT**

WHEREAS, Elco Textron Inc., a Delaware corporation (hereinafter "Elco"), has adopted, used and is using the trademarks described herein, along with the goodwill of Elco's business symbolized thereby, and is the owner of all right, title, and interest in and to the trademarks described herein, including any and all United States, state or foreign registrations issued, applications filed, common-law rights related to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto;

WHEREAS, Elco desires to transfer all of its right, title, and interest in and to such trademarks, along with the goodwill of the business symbolized by and associated with such trademarks, to Elco Rhode Island (2002) Inc., a Delaware corporation (hereinafter "Elco Rhode Island");

WHEREAS, all transfers of intellectual property pursuant to this Assignment are intended to be transfers pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, to whom it may concern, be it known that for good and valuable consideration, the receipt of which is hereby mutually acknowledged:

1. THE ASSIGNMENT OF TRADEMARK RIGHTS AND THE ASSOCIATED GOODWILL BY ELCO TO ELCO RHODE ISLAND

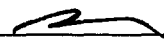
Elco has assigned, and transferred, and by these presents, Elco hereby does assign, transfer, and deliver to Elco Rhode Island, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Elco may have in and to: (i) the trademarks listed in Exhibit A, and any United States, state or foreign registrations of such trademarks, applications filed, common-law rights related to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto; and (ii) the goodwill of Elco's business symbolized by and associated with the trademarks listed in Exhibit A.

2. FURTHER ASSURANCES

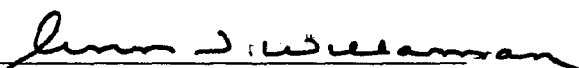
Elco and Elco Rhode Island hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary to secure fully the aforesaid rights, titles, and interests in and to said trademarks listed in Exhibit A to Elco Rhode Island, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of November 1, 2002.

**Elco Textron Inc.**

By:   
Name: Arnold M. Friedman  
Title: Vice President

**Elco Rhode Island (2002) Inc.**

By:   
Name: Ann T. Willaman  
Title: Vice President and Secretary

## ASSIGNMENT

WHEREAS, Elco Rhode Island (2002) Inc., a Delaware corporation (hereinafter "Elco Rhode Island"), has adopted, used and is using the trademarks described herein, along with the goodwill of Elco Rhode Island's business symbolized thereby, and is the owner of all right, title, and interest in and to the trademarks described herein, including any and all United States, state or foreign registrations issued, applications filed, common-law rights related to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto;

WHEREAS, Elco Rhode Island desires to transfer all of its right, title, and interest in and to such trademarks, along with the goodwill of the business symbolized by and associated with such trademarks, to Textron Innovations Inc., a Delaware corporation (hereinafter "Innovations");

WHEREAS, all transfers of intellectual property pursuant to this Assignment are intended to be transfers pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, to whom it may concern, be it known that for good and valuable consideration, the receipt of which is hereby mutually acknowledged:

1. **THE ASSIGNMENT OF TRADEMARK RIGHTS AND THE ASSOCIATED GOODWILL BY ELCO RHODE ISLAND TO INNOVATIONS**

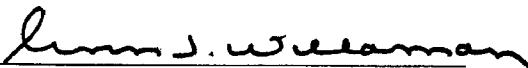
Elco Rhode Island has assigned, and transferred, and by these presents, Elco Rhode Island hereby does assign, transfer, and deliver to Innovations, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Elco Rhode Island may have in and to: (i) the trademarks listed in Exhibit A, and any United States, state or foreign registrations of such trademarks, applications filed, common-law rights related to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto; and (ii) the goodwill of Elco Rhode Island's business symbolized by and associated with the trademarks listed in Exhibit A.

2. **FURTHER ASSURANCES**

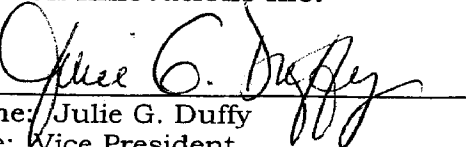
Elco Rhode Island and Innovations hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary to secure fully the aforesaid rights, titles, and interests in and to said trademarks listed in Exhibit A to Innovations, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of November 1, 2002.

**Elco Rhode Island (2002) Inc.**

By:   
Name: Ann T. Willaman  
Title: Vice President and Secretary

**Textron Innovations Inc.**

By:   
Name: Julie G. Duffy  
Title: Vice President

## EXHIBIT A

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
78049458	2/21/01	2740334	US		FLEX TECHNOLOGY	SM	40	Elco Textron Inc.
75093494	4/24/96	2069244	US	6/10/97	Flag within a circle logo	TM	6	Elco Textron Inc.
75093493	4/24/96	2063044	US	5/20/97	E with upper/lower dots logo	TM	6	Elco Textron Inc.
75093543	4/24/96	2156056	US	5/12/98	Diametric lines on shark design	TM	6	Elco Textron Inc.
75093542	4/24/96	2050784	US	4/8/97	CRETE-FLEX	TM	6	Elco Textron Inc.
75093495	4/24/96	2174200	US	7/21/98	Diametric lines under head design	TM	6	Elco Textron Inc.
75093443	4/24/96	2158075	US	5/19/98	Diametric lines on top of head	TM	6	Elco Textron Inc.
75075454	3/20/96	2038853	US	2/18/97	PANELMATE	TM	6	Elco Textron Inc.
74673418	5/12/95	2116616	US	11/25/97	GLOBALPAK	TM	20	Elco Textron Inc.
74413836	7/19/93	1844083	US	7/12/94	HANGERMATE	TM	6	Elco Textron Inc.
74386879	5/6/93	1817721	US	1/25/94	WEATHERMASTER	TM	6	Elco Textron Inc.
		364062	Switzerland	9/21/88	STALGARD		2	Elco Industries
74386853	5/6/93	1815669	US	1/11/94	STALGARD	TM	6	Elco Textron Inc.
74276813	5/18/92	1805294	US	11/6/93	BLAZE BLOCK	TM	17	Elco Textron Inc.
		364062	Switzerland	9/21/88	STALGARD	TM	2	Elco Textron Inc.

EXHIBIT A

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
73206372	3/17/79	1141464	US	11/18/80	STALGARD	TM	2	Elco Textron Inc.
73083933	1/7/76	1049923	US	10/12/76	PLASFORM	TM	6	Elco Textron Inc.
73004901	10/29/73	1045758	US	8/10/76	TEETER TERMINAL	TM	6	Elco Textron Inc.
73424582	5/5/83	1285811	US	7/17/84	TAPDEK	TM	6	Elco Textron Inc.
73608234	7/7/86	1429007	US	2/17/87	TAPFAST	TM	6	Elco Textron Inc.
74386853	5/6/93	1815669	US	1/11/94	STALGARD	TM	6	Elco Textron Inc.
73546430	7/5/85	1405471	US	8/19/86	FLO-SEAL	TM	6	Elco Textron Inc.
73622329	9/26/86	1438947	US	5/12/87	DRIL-FLEX	TM	6	Elco Textron Inc.
		875885	Australia	3/8/02	DRIL-FLEX	TM	6	Elco Textron Inc.
		2241586	CTM	5/22/01	DRIL-FLEX	TM	6	Elco Textron Inc.
72187618	2/27/64	789300	US	5/11/65	DRILIT	TM	6	Elco Textron Inc.