

04-06-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings => => =>

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties: Williams Machine & Tool Co. Williams Machine & Tool Rhode Island Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State [ ] Other

2. Name and address of receiving party: Name: Textron 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

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

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

4. Application number(s) or registration number(s): A. Trademark Application Nos. B. Trademark Registration Nos. 1,943,454 Additional number(s) attached [ ] Yes [X] No

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$40.00 [ ] 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)

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

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 3/1-MAR-04

Total number of pages including cover sheet, attachments, and document: 4

04/05/2004 6TON11 00000060 200531 1943454 01 FC:8521 40.00 DA

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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TRADEMARK REEL: 002943 FRAME: 0195

**ASSIGNMENT**

WHEREAS, Williams Machine & Tool Co., a Delaware corporation (hereinafter "Williams"), has adopted, used and is using the trademarks described herein, along with the goodwill of Williams' 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, Williams 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 Williams Machine & Tool Rhode Island Inc., a Delaware corporation (hereinafter "Williams 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 WILLIAMS TO WILLIAMS RHODE ISLAND

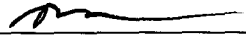
Williams has assigned, and transferred, and by these presents, Williams hereby does assign, transfer, and deliver to Williams Rhode Island, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Williams may have in and to: (i) the trademarks listed 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 Williams' business symbolized by and associated with the trademarks listed in Exhibit A.

2. FURTHER ASSURANCES

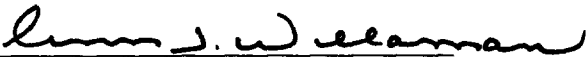
Williams and Williams Rhode Island hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary to secure fully the aforesaid rights, titles, and interests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

**Williams Machine & Tool Co.**

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

**Williams Machine & Tool Rhode Island Inc.**

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

**ASSIGNMENT**

WHEREAS, Williams Machine & Tool Rhode Island Inc., a Delaware corporation (hereinafter "Williams Rhode Island"), has adopted, used and is using the trademarks described herein, along with the goodwill of Williams 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, Williams 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 WILLIAMS RHODE ISLAND TO INNOVATIONS

Williams Rhode Island has assigned, and transferred, and by these presents, Williams 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 Williams 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 Williams Rhode Island's business symbolized by and associated with the trademarks listed in Exhibit A.

2. FURTHER ASSURANCES


Williams 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.

**Williams Machine & Tool Rhode Island Inc.**

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

**Textron Innovations Inc.**

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