

4/2/04

04-06-2004  
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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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RECC

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:  
**MAAG Pump Systems Textron Inc.**  
**MAAG Pump Systems Rhode Island (2002) Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **November 1, 2002**

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 \_\_\_\_\_  
 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

4. Application number(s) or registration number(s):  
A. Trademark Application Nos.  
**76/422,695; 76/422,694**

B. Trademark Registration Nos.  
**1,430,554; 1,814,341; 1,782,026; 1,803,629; 2,001,744**

Additional number(s) attached  Yes  No

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:.....7

7. Total fee (37 CFR 3.41) .....\$190.00  
 Enclosed  
 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

*Brian M. Gaff*  
Signature

**3/1-MAR-04**  
Date

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

04/05/2004 678011 0000059 200531 76422695

01 FC:8521 40.00 BA  
02 FC:8522 150.00 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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TRADEMARK  
REEL: 002943 FRAME: 0200

**ASSIGNMENT**

WHEREAS, MAAG Pump Systems Textron Inc., a North Carolina corporation (hereinafter "MAAG"), has adopted, used and is using the trademarks described herein, along with the goodwill of MAAG'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, MAAG 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 MAAG Pump Systems Rhode Island (2002) Inc., a Delaware corporation (hereinafter "MAAG 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 MAAG TO MAAG RHODE ISLAND


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

2. FURTHER ASSURANCES

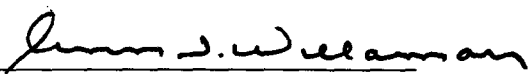
MAAG and MAAG Rhode Island hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary to secure fully the aforesaid rights, titles, and interests in and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

**MAAG Pump Systems Textron Inc.**

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

**MAAG Pump Systems Rhode Island (2002) Inc.**

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

**ASSIGNMENT**

WHEREAS, MAAG Pump Systems Rhode Island (2002) Inc., a Delaware corporation (hereinafter "MAAG Rhode Island"), has adopted, used and is using the trademarks described herein, along with the goodwill of MAAG 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, MAAG 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 MAAG RHODE ISLAND TO INNOVATIONS


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

2. FURTHER ASSURANCES

MAAG 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.

**MAAG Pump Systems Rhode Island (2002) Inc.**

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

**Textron Innovations Inc.**

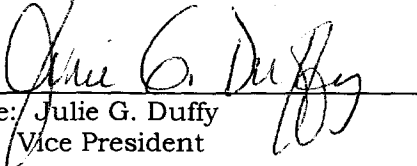
By:   
Name: Julie G. Duffy  
Title: Vice President

EXHIBIT A

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
73586097	3/14/86	1,430,554	US	2/24/87	MELTPAC	SM	37	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74232282	12/18/91	1,814,341	US	12/28/93	DIVEX	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74232283	12/18/91	1,782,026	US	7/13/93	MICRONEX	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74272433	5/4/92	1,803,629	US	11/9/93	REPAK	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74419777	7/30/93	2,001,744	US	9/17/96	SUPERPAC	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
Note: All foreign tm apps and regs have been abandoned.								

EXHIBIT A

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
76422695	6/17/02		US		HYDRECO	TM	7	DAVID BROWN HYDRAULICS, INC. 2/03 assigned to MAAG Pump Systems
76422694	6/17/02		US		HYDRECO	TM	7 & 11	DAVID BROWN HYDRAULICS, INC. 2/03 assigned to MAAG Pump Systems