

ASSIGNMENT

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


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

2. FURTHER ASSURANCES

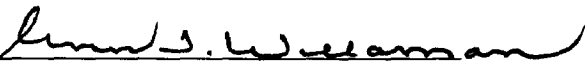
Greenlee and Greenlee Rhode Island hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary to secure fully the aforesaid rights, titles, and interests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

Greenlee Textron Inc.

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

Greenlee Rhode Island Inc.

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

ASSIGNMENT

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

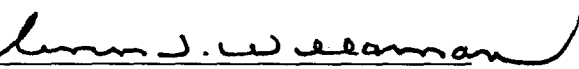
Greenlee Rhode Island has assigned, and transferred, and by these presents, Greenlee Rhode Island hereby does assign, transfer, and deliver to Innovations, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Greenlee Rhode Island may have in and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

2. FURTHER ASSURANCES

Greenlee 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.

Greenlee Rhode Island Inc.

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

Textron Innovations Inc.

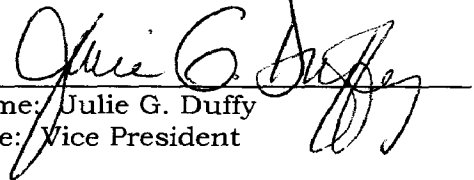
By: 
Name: Julie G. Duffy
Title: Vice President

EXHIBIT A

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
76264774	5/25/2001		US		TELE-MATE	TM	9	Textron Inc. dba Progressive Electronics
76083993	7/6/2000	2638205	US	10/22/2002	design	TM	9	Greenlee Textron Inc.
76368995	2/8/2002		US		design	TM	6, 12	Greenlee Textron Inc.
76368803	2/8/2002		US		QUICK DRAW FLEX	TM	7	Greenlee Textron Inc.
76083990	7/6/2000	2608717	US	8/20/2002	design	TM	6	Greenlee Textron Inc.
76156241	10/30/2000	2603850	US	8/6/2002	WE KNOW WHAT YOU GO THROUGH	SM	35	Greenlee Textron Inc.
76370743	2/13/2002		US		EZ REACH	TM	8	Greenlee Textron Inc.
76156242	10/30/2000	2576734	US	6/4/2002	MOD BIT	TM	7	Greenlee Textron Inc.
76237474	4/6/2001	2570441	US	5/14/2002	BENDERMATE	TM	8	Greenlee Textron Inc.
75712082	5/18/1999	2519097	US	12/18/2001	CABLECASTER	TM	9	Greenlee Textron Inc.
75798431	9/14/1999	2486750	US	9/11/2001	SILVER STREAK	TM	8	Greenlee Textron Inc.
75798277	9/14/1999	2483441	US	8/28/2001	SPEED FLEX	TM	8	Greenlee Textron Inc.