

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
CESSNA AIRCRAFT RHODE ISLAND INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: TEXTRON INNOVATIONS INC.
Internal _____
Address: _____
Street Address: 40 WESTMINSTER STREET
City: PROVIDENCE
State: RHODE ISLAND
Country: U.S.A. Zip: 02903

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship DELAWARE USA
 Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) 11-3-03

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE EXHIBIT A

B. Trademark Registration No.(s)
SEE EXHIBIT A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: EDWARD L. BROWN, JR.
Internal Address: SUITE 1100
Street Address: 125 N. MARKET STREET
City: WICHITA
State: KANSAS Zip: 67202-1711
Phone Number: 316-263-6400
Fax Number: 316-263-5491
Email Address: EBROWNJR@AOL.COM

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8492
Expiration Date 04/07

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: 4/28/05
Signature Date

EDWARD L. BROWN, JR. Total number of pages including cover sheet, attachments, and document:
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 76518690

EXHIBIT A
TRADEMARKS AS OF NOVEMBER 1, 2003

Pending Trademarks:

Serial Number	Date Filed	Registration Number	Registration Date	Mark
76/518,690	06/02/2003			CJ3
76/538,798	08/21/2003			XLS

Registered Trademarks:

Serial Number	Date Filed	Registration Number	Registration Date	Mark
76/464/669	11-05-2002	2,747,032	08-05-2003	Dove Design

ASSIGNMENT

WHEREAS, Cessna Aircraft Rhode Island Inc., a Delaware corporation ("Cessna Rhode Island"), has adopted, used and is using the trademarks described herein, along with the goodwill of Cessna 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, Cessna ^{Aircraft} 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 ("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;

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 CESSNA RHODE ISLAND TO INNOVATIONS**


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

2. **FURTHER ASSURANCES**


Cessna 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 3, 2003.

Cessna Aircraft Rhode Island Inc.

By: 
Name: Jenny Jackson
Title: Vice President

Textron Innovations Inc.

By: 
Name: James Runstadler
Title: Vice President - Licensing