

05-05-2006

D\$



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To the Director of the U.S. Patent and Trademark Office, documents or the new address(es) below.

1. Name of conveying party(ies):

Textron Inc.
Textron Rhode Island Inc.

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

Citizenship (see guidelines) U.S.A.

Additional name of conveying party(ies) 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: 02903-2596

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship U.S.A.
- 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) November 1, 2004

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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

A. Trademark Application No.(s)

76/520,461

B. Trademark Registration No.(s)

2,822,807; 2,842,678; 2,941,148; 2,941,146;
3,008,207; and 2,854,785

Additional sheet(s) attached? Yes No

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

"E-WALK", "RYAN", "E-PAC", "CUSTOMER ONE", "CUSTOMER ONE plus Design", "MAG KNIFE" and "TOURNAMENTCUT 22".

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

Name: Garrett C. Donley, Esq.

Internal Address: Harness, Dickey & Pierce, P.L.C.

Street Address: P.O. Box 828

City: Bloomfield Hills

State: Michigan

Zip: 48303

Phone Number: 248-641-1600

Fax Number: 248-641-0270

Email Address: donley@hdp.com

6. Total number of applications and registrations involved:

7

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

\$ 280

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

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 08-0750

Authorized User Name _____

9. Signature :

Garrett C. Donley
Signature

Garrett C. Donley
Name of Person Signing

April 28, 2006
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

05/04/2006 DBYRNE 00000116 76520461

01 FC:8521 40.00 DP
02 FC:8522 150.00 DP

EV 853 856 162 US
TRADEMARK

REEL: 003334 FRAME: 0689

Refund Ref: 05/04/2006 DBYRNE

CHECK Refund Total: \$90.00

ASSIGNMENT

WHEREAS, Textron Inc., a Delaware corporation (the "Company"), has adopted, used and is using the trademarks described herein, along with the goodwill of Company'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, Company 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 Rhode Island Inc., a Delaware corporation ("Textron 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;

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 COMPANY TO TEXTRON RHODE ISLAND

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

2. FURTHER ASSURANCES

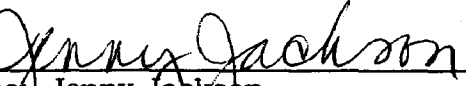
Company and Textron Rhode Island hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary to secure fully the aforesaid rights, titles, and interests in and to said trademarks listed in Exhibit A to Textron 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, 2004.

Textron Inc.

By: 
Name: Ann T. Willaman
Title: Assistant Secretary

Textron Rhode Island Inc.

By: 
Name: Jenny Jackson
Title: Vice President

ASSIGNMENT

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


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

2. FURTHER ASSURANCES


Textron 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, 2004.

Textron Rhode Island Inc.

By: 
Name: Jenny Jackson
Title: Vice President

Textron Innovations Inc.

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

TRADEMARKS

Serial Number	Filing Date	Registration Number	Country	Registration Date	Mark	IC	Type of Mark	Owner
76/509195	04/17/03	2822807	United States	03/16/04	RYAN	7	TM	Textron Inc.
76/520461	05/27/03		United States		E-WALK	7	TM	Textron Inc.
76/520453	05/27/03	2842678	United States	05/18/04	E-PAC	9	TM	Textron Inc.
76/520754	05/27/03	2941148	United States	04/19/05	CUSTOMER ONE [Block Letters]	36; 37	TM	Textron Inc.
76/520462	05/27/03	2941146	United States	04/19/05	CUSTOMER ONE plus Design	36; 37	TM	Textron Inc.
76/543186	08/26/03	3008207	United States	10/25/05	MAGKNIFE	08	TM	Textron Inc.
76/494976	02/21/03	2854785	United States	06/15/04	TOURNAMENTCUT 22	7	TM	Textron Inc.