U.S. DEPARTMENT OF COMMERCE	- 1
U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office	Ц

Form PTO-1594 (Rev. 07/07) OMB No. 0651-0027 (exp. 6/30/2005)	03-05-2006	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
OIND NO. GOO! GOZ! (CAP. GIGGZEGG)		
To the Director of the U.S. Patent and Trademark	COffice: Please record the attached document	nents or the new address(es) below.
1. Name of conveying party less to Textron Inc. Textron Rhode Island Inc.    Individual(s)	Additional names, add  Name:Textron Inno Internal Address:  Street Address: 40 We City:Provio  Yes ☑ No State:Rhode Country: U.S.A.  ☐ Association Citize ☐ General Partnership ☐ Limited Partnership ☐ Limited Partnership ☐ Corporation Citize ☐ Other If assignee is not domic representative designation.	estminster Street  dence e Island
4. Application number(s) or registration number  A. Trademark Application No.(s)	er(s) and identification or description  B. Trademark  1,404,498	on of the Trademark. Registration No.(s)
C. Identification or Description of Trademark(s) (and F		ional sheet(s) attached?
"TOTAL CHARGE"	g	,
Name and address of party to whom corresp concerning document should be mailed:	6. Total number of ap	
Name: Garrett C. Donley, Esq.	7. Total fee (37 CFR 2.	6(b)(6) & 3.41) \$ 40
Internal Address: <u>Harness, Dickey &amp; Pierce, P.L.C</u> ———— Street Address: <u>P.O. Box 828</u>	Authorized to b	e charged by credit card e charged to deposit account
	8. Payment Information	n
City: Bloomfield Hills	a. Credit Card	
State: <u>Michigan</u> Zip: <u>48303</u> Phone Number: <u>248</u> -641-1600		Expiration Date
Fax Number: <u>248-641-0270</u>		count Number <u>08-0750</u> User Name
Email Address: donley@hdp.com	7.4451011204	
9. Signature :   Signature :  Signature :	Qly (	April 28, 2006
Jighatu		Date

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

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Garrett C. Donley

Name of Person Signing

EV 853 856 162 US

Total number of pages including cover

sheet, attachments, and document:

5

**REEL: 003334 FRAME: 0694** 

### **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:

THE ASSIGNMENT OF TRADEMARK RIGHTS AND THE ASSOCIATED GOODWILL BY 1. 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.

#### 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 3, 2003.

Textron Inc.

Name: Ann T. Willaman

Title: Assistant Secretary

Textron Rhode Island Inc.

TRADEMARK REEL: 003334 FRAME: 0695

#### 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 3, 2003.

Textron Rhode Island Inc.

Name: Jenny Jackson Title: Vice President

Textron Innovations Inc.

Name: James Runstadler

Title: Vice President - Licensing

TRADEMARK
REEL: 003334 FRAME: 0696

## Exhibit A

# TRADEMARKS

Serial	Date	Registration		Registration		Type of		
Number	Filed	Number	Country	Date	Mark	Mark	ပ	Owner
73/528946	3/528946 03/26/85	1404498	United States	08/02/86	TOTAL CHARGE	Σ	6	Textron Inc.

RECORDED: 04/28/2006

TRADEMARK REEL: 003334 FRAME: 0698