

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 3, 2003.

Textron Inc.

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

Textron Rhode Island Inc.

By: Jenny Jackson
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 3, 2003.

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	Date Filed	Registration Number	Country	Registration Date	Mark	Type of Mark	IC	Owner
73/528946	03/26/85	1404498	United States	08/05/86	TOTAL CHARGE	TM	9	Textron Inc.