

06-05-2006

Form USPTO 101 (Rev. 07/04)  
OMB No. 5010-0027 (Exp. 03/30/2005)

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

D\$



103251144

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

5-30-06

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)

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

A. Trademark Application No.(s)

76/629,556

76/648,582

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

"FREEDOM" and "WHEN PERFORMANCE MATTERS"

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:

2

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

\$ 65.00

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

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date \_\_\_\_\_

b. Deposit Account Number 08-0750

Authorized User Name \_\_\_\_\_

00000053 76629556  
40.00 DP  
25.00 DP  
06/02/06 11:51 AM  
01 FC:0521  
02 FC:0522

9. Signature:

Garrett C. Donley

Signature

Garrett C. Donley

May 30, 2006

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

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

EV 853 856 423 US

TRADEMARK  
REEL: 003349 FRAME: 0238

## ASSIGNMENT

WHEREAS, Textron Inc., a Delaware corporation (the "Company"), has adopted, used and is using the trademarks, tradenames, trade dress and other designations of origin 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, tradenames, trade dress and other designations of origin described herein, including any common-law rights related to said trademarks, tradenames, trade dress or other designations of origin, 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, tradenames, trade dress and other designations of origin, 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, trademark applications, and tradenames listed in Exhibit A, common-law trademarks, trade dress and other designations of origin created or acquired by Company on or before December 31, 2005, and any common-law rights relating to said trademarks, tradenames, trade dress or other designations of origin, rights to obtain renewals and all other legal protections pertaining thereto, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of such trademarks, trademark applications, tradenames, trade dress or other designations of origin; and (ii) the goodwill of the business symbolized by and associated with said trademarks, tradenames, trade dress or other designations of origin.

2. FURTHER ASSURANCES

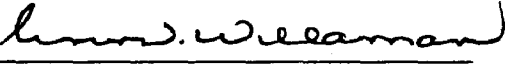
Company and Textron Rhode Island hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary and useful to secure fully the aforesaid rights, titles, and interests in and to said trademarks, trademark applications, and tradenames listed in Exhibit A and common-law trademarks, trade dress or other designations of origin created or acquired by Company on or before December 31, 2005 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 February 15, 2006.

**Textron Inc.**

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

**Textron Rhode Island Inc.**

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

**Exhibit A**

**TRADEMARKS**

## ASSIGNMENT

WHEREAS, Textron Rhode Island Inc., a Delaware corporation ("Textron Rhode Island"), has adopted, used and is using the trademarks, tradenames, trade dress, and other designations of origin 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, tradenames, trade dress and other designations of origin described herein, including any applications filed, common-law rights related to said trademarks, tradenames, trade dress or other designations of origin, 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, trade dress and other designations of origin, 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, trademark applications, and tradenames listed in Exhibit A, common-law trademarks, trade dress and other designations of origin created or acquired by Textron Rhode Island on or before December 31, 2005, and any common-law rights relating to said trademarks, tradenames, trade dress or designations of origin, rights to obtain renewals and all other legal protections pertaining thereto, and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of such trademarks, trademark applications, tradenames, trade dress or designations of origin; and (ii) the goodwill of the business symbolized by and associated with said trademarks, tradenames, trade dress or other designations of origin.

### 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 and useful to secure fully the aforesaid rights, titles, and interests in and to said trademarks, trademark applications, and tradenames listed in Exhibit A and common-law trademarks, trade dress or other designations of origin created or acquired by Textron Rhode Island on or before December 31, 2005 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 February 15, 2006.

**Textron Rhode Island Inc.**

By: 

Name: Ann T. Willaman

Title: Vice President and Secretary

**Textron Innovations Inc.**

By: 

Name: James P. Runstadler

Title: Vice President - Licensing

**TRADEMARKS**

| Serial Number | Date Filed | Registration Number | Country | Registration Date | Mark    | Type of Mark | IC | Owner        |
|---------------|------------|---------------------|---------|-------------------|---------|--------------|----|--------------|
| 1245501       | 02/01/05   |                     | Canada  |                   | FREEDOM | TM           |    | Textron Inc. |



| Serial Number | Date Filed | Registration Number | Country    | Registration Date | Mark   | Type of Mark | IC | Owner        |
|---------------|------------|---------------------|------------|-------------------|--------|--------------|----|--------------|
| 3665198       | 08/08/03   |                     | China P.R. |                   | E-Z-GO | TM           | 28 | Textron Inc. |
| 3665199       | 08/08/03   |                     | China P.R. |                   | E-Z-GO | TM           | 25 | Textron Inc. |
| 3665200       | 08/08/03   | 3665200             | China P.R. | 03/28/05          | E-Z-GO | TM           | 12 | Textron Inc. |

| Serial Number | Date Filed | Registration Number | Country | Registration Date | Mark   | Type of Mark | IC         | Owner        |
|---------------|------------|---------------------|---------|-------------------|--------|--------------|------------|--------------|
| 33245638      | 09/15/03   | 33245638            | France  | 09/15/03          | E-Z-GO | TM           | 12; 25; 28 | Textron Inc. |

| Serial Number | Date Filed | Registration Number | Country       | Registration Date | Mark                     | Type of Mark | IC     | Owner        |
|---------------|------------|---------------------|---------------|-------------------|--------------------------|--------------|--------|--------------|
| 76/629556     | 01/27/05   |                     | United States |                   | FREEDOM                  | TM           | 12     | Textron Inc. |
| 76/648582     | 10/17/05   |                     | United States |                   | WHEN PERFORMANCE MATTERS | TM           | 36; 37 | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country   | Registration Date | Mark     | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|-----------|-------------------|----------|----|--------------|--------------|
| 2143356       | 04/08/98    |                     | Argentina |                   | JACOBSEN | 7  | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country   | Registration Date | Mark                  | IC                   | Type of Mark | Owner        |
|---------------|-------------|---------------------|-----------|-------------------|-----------------------|----------------------|--------------|--------------|
| 963463        | 07/25/03    | 963463              | Australia | 12/01/03          | TOURNAMENTCUT 22      | 7                    | TM           | Textron Inc. |
| 977203        | 11/05/03    | 977203              | Australia | 11/22/04          | CUSTOMER ONE          | 12; 35;<br>36; 37; 7 | TM           | Textron Inc. |
| 977204        | 11/05/03    | 977204              | Australia | 11/22/04          | CUSTOMER ONE & Design | 12; 35;<br>36; 37; 7 | TM           | Textron Inc. |
| 979471        | 11/24/03    | 979471              | Australia | 03/29/04          | E-WALK                | 7                    | TM           | Textron Inc. |
| 979498        | 11/24/03    | 979498              | Australia | 03/29/04          | E-PAC                 | 9                    | TM           | Textron Inc. |
| 982181        | 12/15/03    |                     | Australia |                   | MAGKNIFE              | 8                    | TM           | Textron Inc. |
| 1028678       | 11/08/04    |                     | Australia |                   | MAGKNIFE              | 7                    | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country | Registration Date | Mark                  | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|---------|-------------------|-----------------------|----|--------------|--------------|
| 1053850       | 04/05/00    |                     | Canada  |                   | BUNTON                |    | TM           | Textron Inc. |
| 1185503       | 07/24/03    | TMA635054           | Canada  | 03/11/05          | TOURNAMENTCUT 22      | 7  | TM           | Textron Inc. |
| 1196636       | 11/12/03    | TMA639206           | Canada  | 05/05/05          | CUSTOMER ONE & Design |    | TM           | Textron Inc. |
| 1196637       | 11/12/03    | TMA639207           | Canada  | 05/05/05          | CUSTOMER ONE          |    | TM           | Textron Inc. |
| 1197255       | 11/24/03    | TMA632605           | Canada  | 02/10/05          | E-PAC                 |    | TM           | Textron Inc. |
| 1197256       | 11/24/03    | TMA635929           | Canada  | 03/22/05          | E-WALK                |    | TM           | Textron Inc. |
| 1199249       | 12/10/03    |                     | Canada  |                   | MAGKNIFE              | 8  | TM           | Textron Inc. |
| 1236971       | 11/12/04    |                     | Canada  |                   | MAGKNIFE              | 7  | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country | Registration Date | Mark     | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|---------|-------------------|----------|----|--------------|--------------|
| 347182        | 06/26/96    |                     | Chile   |                   | JACOBSEN | 12 | TM           | Textron Inc. |
| 347181        | 06/26/96    |                     | Chile   |                   | JACOBSEN | 7  | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country | Registration Date | Mark             | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|---------|-------------------|------------------|----|--------------|--------------|
| 3665202       | 08/08/03    |                     | China   |                   | JACOBSEN         | 7  | TM           | Textron Inc. |
| 3665201       | 08/08/03    | 3665201             | China   | 03/28/05          | JACOBSEN         | 12 | TM           | Textron Inc. |
| 3681965       | 08/20/03    | 3681965             | China   | 06/14/05          | TOURNAMENTCUT 22 | 7  | TM           | Textron Inc. |
| 3818732       | 11/27/03    |                     | China   |                   | E-WALK           | 7  | TM           | Textron Inc. |
| 3818733       | 11/27/03    |                     | China   |                   | E-PAC            | 9  | TM           | Textron Inc. |



| Serial Number | Filing Date | Registration Number | Country | Registration Date | Mark                  | IC               | Type of Mark | Owner        |
|---------------|-------------|---------------------|---------|-------------------|-----------------------|------------------|--------------|--------------|
| 003286028     | 07/24/03    |                     | CTM     |                   | TOURNAMENTCUT 22      | 7                | TM           | Textron Inc. |
| 003396901     | 10/08/03    |                     | CTM     |                   | ESTATEPRO             | 7                | TM           | Textron Inc. |
| 003524402     | 11/05/03    |                     | CTM     |                   | CUSTOMER ONE & Design | 12; 35; 7        | TM           | Textron Inc. |
| 3538899       | 11/14/03    |                     | CTM     |                   | CUSTOMER ONE          | 12; 36;<br>37; 7 | TM           | Textron Inc. |
| 3552081       | 11/24/03    |                     | CTM     |                   | E-WALK                | 7                | TM           | Textron Inc. |
| 003552072     | 11/24/03    |                     | CTM     |                   | E-PAC                 | 9                | TM           | Textron Inc. |
| 3583952       | 12/15/03    |                     | CTM     |                   | MAGKNIFE              | 8                | TM           | Textron Inc. |
| 004111357     | 11/08/04    |                     | CTM     |                   | MAGKNIFE              | 7                | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country   | Registration Date | Mark             | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|-----------|-------------------|------------------|----|--------------|--------------|
| 300053243     | 07/25/03    | 30053243            | Hong Kong | 07/25/03          | TOURNAMENTCUT 22 | 7  | TM           | Textron Inc. |
| 300116900     | 11/25/03    |                     | Hong Kong |                   | E-PAC            | 9  | TM           | Textron Inc. |
| 300116892     | 11/25/03    | 300116892           | Hong Kong | 11/25/03          | E-WALK           | 7  | TM           | Textron Inc. |
| 300129005     | 12/17/03    | 300129005           | Hong Kong | 12/17/03          | MAGKNIFE         | 8  | TM           | Textron Inc. |
| 300316142     | 11/09/04    |                     | Hong Kong |                   | MAGKNIFE         | 7  | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country | Registration Date | Mark                  | IC               | Type of Mark | Owner        |
|---------------|-------------|---------------------|---------|-------------------|-----------------------|------------------|--------------|--------------|
| 200366858     | 08/07/03    | 4723546             | Japan   | 10/31/03          | TOURNAMENTCUT 22      | 7                | TM           | Textron Inc. |
| 200310358     | 11/21/03    | 4843836             | Japan   | 03/04/05          | CUSTOMER ONE          | 12, 36;<br>42, 7 | TM           | Textron Inc. |
| 200310358     | 11/21/03    | 4843837             | Japan   | 03/04/05          | CUSTOMER ONE & Design | 12, 36;<br>42, 7 | TM           | Textron Inc. |
| 200310467     | 11/26/03    |                     | Japan   |                   | E-PAC                 | 9                | TM           | Textron Inc. |
| 200310467     | 11/26/03    | 4776782             | Japan   | 06/04/04          | E-WALK                | 7                | TM           | Textron Inc. |
| 200410377     | 02/06/04    | 4776802             | Japan   | 06/04/04          | MAGKNIFE              | 7, 8             | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country | Registration Date | Mark             | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|---------|-------------------|------------------|----|--------------|--------------|
| 611934        | 07/28/03    | 826396              | Mexico  | 03/25/04          | TOURNAMENTCUT 22 | 7  | TM           | Textron Inc. |
| 630942        | 11/25/03    | 821306              | Mexico  | 02/18/04          | E-PAC            | 9  | TM           | Textron Inc. |
| 630953        | 11/25/03    | 827612              | Mexico  | 03/30/04          | E-WALK           | 7  | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country     | Registration Date | Mark             | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|-------------|-------------------|------------------|----|--------------|--------------|
| 682884        | 07/24/03    | 682884              | New Zealand | 02/21/03          | TOURNAMENTCUT 22 | 7  | TM           | Textron Inc. |
| 704927        | 11/24/03    | 704927              | New Zealand | 05/27/04          | E-PAC            | 9  | TM           | Textron Inc. |
| 704926        | 11/24/03    | 704926              | New Zealand | 05/27/04          | E-WALK           | 7  | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country   | Registration Date | Mark             | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|-----------|-------------------|------------------|----|--------------|--------------|
| 200312406     | 07/24/03    |                     | S. Africa |                   | TOURNAMENTCUT 22 | 7  | TM           | Textron Inc. |
| 200320702     | 11/24/03    |                     | S. Africa |                   | E-WALK           | 7  | TM           | Textron Inc. |
| 200320703     | 11/24/03    |                     | S. Africa |                   | E-PAC            | 9  | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country   | Registration Date | Mark             | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|-----------|-------------------|------------------|----|--------------|--------------|
| 200312406     | 07/24/03    |                     | S. Africa |                   | TOURNAMENTCUT 22 | 7  | TM           | Textron Inc. |
| 200320702     | 11/24/03    |                     | S. Africa |                   | E-WALK           | 7  | TM           | Textron Inc. |
| 200320703     | 11/24/03    |                     | S. Africa |                   | E-PAC            | 9  | TM           | Textron Inc. |

| Serial Number | Filing Date | Registration Number | Country | Registration Date | Mark             | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|---------|-------------------|------------------|----|--------------|--------------|
| 092046330     | 07/29/03    | 01108667            | Taiwan  | 07/01/04          | TOURNAMENTCUT 22 | 7  | TM           | Textron Inc. |
| 092068050     | 11/25/03    | 01115189            | Taiwan  | 08/15/04          | E-WALK           | 7  | TM           | Textron Inc. |
| 092072259     | 12/17/03    | 01140423            | Taiwan  | 02/16/05          | MAGKNIFE         | 8  | TM           | Textron Inc. |
| 092068051     | 12/19/03    | 01119320            | Taiwan  | 09/16/04          | E-PAC            | 9  | TM           | Textron Inc. |
| 093052093     | 11/10/04    |                     | Taiwan  |                   | MAGKNIFE         | 7  | TM           | Textron Inc. |



| Serial Number | Filing Date | Registration Number | Country        | Registration Date | Mark | IC | Type of Mark | Owner        |
|---------------|-------------|---------------------|----------------|-------------------|------|----|--------------|--------------|
| 2339094       | 07/29/03    | 2339094             | United Kingdom | 01/30/04          | LEO  | 7  | TM           | Textron Inc. |