



77-12-05

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DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)
COMB Collect 1010851-0027 (exp. 6/30/2008)

8/16/07

RECORD
TR



103435984

To the Director of the U. S. Patent and Trademark

has new address(es) below.

1. Name of conveying party(ies):
Ransomes America Corporation

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

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 8, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes 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
- General Partnership
- Limited Partnership
- Corporation
- Other

(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)

B. Trademark Registration No.(s) 1,818,356;
2,006,740; 2,259,196; 2,259,197; and
2,440,679.

Additional sheet(s) attached? Yes No

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

"GROOM MASTER", "T-PLEX", "G-PLEX", "E-PLEX", and "ENVIROJET".

5. Name & 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:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$200.00

- 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 _____

9. Signature: Garrett C. Donley

Signature

Garrett C. Donley

Name of Person Signing

August 16, 2005
Date

Total number of pages including cover sheet, attachments, and document: 16

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, VA 22313-1450

08/22/2005 ECOOPER 00000153 1418356

01 FC:6521 EV 57.00 06 4 8 9 7 US

02 FC:6522

100.00 UP

Refund Ref: 08/22/2005 EDITIONER 0000145651

Continuation of Form PTO-1594 (Rev. 07/05):

1. Name of conveying party(ies) continued:

Ransomes Inc.

Ransomes Rhode Island Inc.

ASSIGNMENT

WHEREAS, Ransomes America Corporation, 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 Ransomes Inc., a Wisconsin corporation ("Ransomes");

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 RANSOMES

Company has assigned, and transferred, and by these presents, Company hereby does assign, transfer, and deliver to Ransomes, 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 relating to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto, and the right of action for past infringements and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of such trademarks; and (ii) the goodwill of the business symbolized by and associated with the trademarks listed in Exhibit A.

2. FURTHER ASSURANCES

Company and Ransomes 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 or useful to secure fully the aforesaid rights, titles, and interests in and to said trademarks listed in Exhibit A to Ransomes, its successors, assigns, and legal representatives.

(The remainder of this page has been left intentionally blank.)

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of July 8, 2005.

Ransomes America Corporation

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

Ransomes Inc.

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

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS)
)
)
COUNTY OF PROVIDENCE)

SS: Providence

In the State of Rhode Island in said County on the 8th day of July, 2005, before me personally appeared Ann T. Willaman, to me known, and known by me to be the individual who executed the foregoing assignment on behalf of Ransomes America Corporation in her capacity as Secretary.

SEAL

Frank G. Turzad
Name: Frank G. Turzad
NOTARY PUBLIC

My Commission expires 12/3/2007

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS)
)
)
COUNTY OF PROVIDENCE)

SS: Providence

In the State of Rhode Island in said County on the 8th day of July, 2005, before me personally appeared Arnold M. Friedman, to me known, and known by me to be the individual who executed the foregoing assignment on behalf of Ransomes Inc. in his capacity as Vice President.

SEAL

Frank G. Turzad
Name: Frank G. Turzad
NOTARY PUBLIC

My Commission expires 12/3/2007

Exhibit A

TRADEMARKS

ASSIGNMENT

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

Ransomes has assigned, and transferred, and by these presents, Ransomes hereby does assign, transfer, and deliver to Ransomes Rhode Island, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Ransomes 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 relating to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto, and the right of action for past infringements and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of such trademarks; and (ii) the goodwill of the business symbolized by and associated with the trademarks listed in Exhibit A.

2. FURTHER ASSURANCES

Ransomes and Ransomes 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 or useful to secure fully the aforesaid rights, titles, and interests in and to said trademarks listed in Exhibit A to Ransomes Rhode Island, its successors, assigns, and legal representatives.

(The remainder of this page has been left intentionally blank.)

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of July 8, 2005.

Ransomes Inc.

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

Ransomes Rhode Island Inc.

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

STATE OF RHODE ISLAND AND)
PROVIDENCE PLANTATIONS)
COUNTY OF PROVIDENCE)

SS: Providence

In the State of Rhode Island in said County on the 8th day of July, 2005, before me personally appeared Arnold M. Friedman, to me known, and known by me to be the individual who executed the foregoing assignment on behalf of Ransomes Inc. in his capacity as Vice President.

SEAL

Frederic G. Jordan
Name: *Frederic G. Jordan*
NOTARY PUBLIC

My Commission expires *12/3/2007*

STATE OF RHODE ISLAND AND)
PROVIDENCE PLANTATIONS)
COUNTY OF PROVIDENCE)

SS: Providence

In the State of Rhode Island in said County on the 8th day of July, 2005, before me personally appeared Ann T. Willaman, to me known, and known by me to be the individual who executed the foregoing assignment on behalf of Ransomes Rhode Island Inc. in her capacity as Vice President and Secretary.

SEAL

Frederic G. Jordan
Name: *Frederic G. Jordan*
NOTARY PUBLIC

My Commission expires *12/3/2007*

Exhibit A

TRADEMARKS

ASSIGNMENT

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

Ransomes Rhode Island has assigned, and transferred, and by these presents, Ransomes 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 Ransomes 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 relating to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto, and the right of action for past infringements and the right to recover for past infringements of, or liabilities for, any of the rights relating to any of such trademarks; and (ii) the goodwill of the business symbolized by and associated with the trademarks listed in Exhibit A.

2. **FURTHER ASSURANCES**

Ransomes 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 or useful 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.

(The remainder of this page has been left intentionally blank.)

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of July 8, 2005.

Ransomes Rhode Island Inc.

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

Textron Innovations Inc.

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

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
COUNTY OF PROVIDENCE

SS: Providence

In the State of Rhode Island in said County on the 8th day of July, 2005, before me personally appeared Ann T. Willaman, to me known, and known by me to be the individual who executed the foregoing assignment on behalf of Ransomes Rhode Island Inc. in her capacity as Vice President and Secretary.

SEAL

Robert G. Farber
Name: Robert G. Farber
NOTARY PUBLIC

My Commission expires 12/3/2007

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
COUNTY OF PROVIDENCE

SS: Providence

In the State of Rhode Island in said County on the 8th day of July, 2005, before me personally appeared Arnold M. Friedman, to me known, and known by me to be the individual who executed the foregoing assignment on behalf of Textron Innovations Inc. in his capacity as President.

SEAL

Robert G. Farber
Name: Robert G. Farber
NOTARY PUBLIC

My Commission expires 12/3/2007

Exhibit A

TRADEMARKS

Exhibit A

Trademarks

| Country | Serial No. | Registration Date | Mark | Owner | Class |
|---------------|------------|-------------------|-------------------------------|------------------------------|-------------------|
| United States | 74/280125 | 6/1/1992 | GROOM MASTER | Ransomes America Corporation | 7016C-200015/US |
| United States | 74/556345 | 8/2/1994 | T-PLEX | Ransomes America Corporation | 7016-200006/US |
| United States | 75/457196 | 3/25/1998 | G-PLEX | Ransomes America Corporation | 7016-200016/US |
| United States | 75/457197 | 3/25/1998 | E-PLEX | Ransomes America Corporation | 7016-200004/US/01 |
| United States | 75/93979 | 2/3/2000 | ENVIROJET | Ransomes America Corporation | 7016-200029/US |
| United States | | | FAIRWAY 300 | Ransomes America Corporation | 7016-209004/US |
| United States | | | GA | Ransomes America Corporation | 7016-209005/US |
| United States | | | GOLF LEADER | Ransomes America Corporation | 7016-209006/US |
| United States | | | LEADING EDGE | Ransomes America Corporation | 7016-209010/US |
| United States | | | REEL SHARP | Ransomes America Corporation | 7016-209012/US |
| United States | | | A CUT ABOVE THE REST | Ransomes America Corporation | 7016-209013/US |
| United States | | | DRIVEN TO BE THE BEST | Ransomes America Corporation | 7016-209014/US |
| United States | | | ON COURSE FOR THE | Ransomes America Corporation | 7016-209015/US |
| United States | | | SUPREME | Ransomes America Corporation | 7016-209016/US |
| United States | | | PERFORMANCE WITHOUT THE PRICE | Ransomes America Corporation | 7016-209030/US |
| United States | | | FAIRWAY 5000 | Ransomes America Corporation | 7016-209049/US |
| United States | | | AR-250 | Ransomes America Corporation | 7016-209050/US |
| United States | | | ENVIRODECK | Ransomes America Corporation | 7016-209052/US |
| United States | | | TRACKSTER | Ransomes America Corporation | 7016C-200114/US |
| United States | | | JAGUAR | Ransomes America Corporation | 7016R-208002/US |

Exhibit A

Trademarks

| Country | Serial Number | Registration Date | Registration Office | Mark | Owner | Class |
|---------------|---------------|-------------------|---------------------|----------------------------|------------------------------|-------------------|
| Australia | 842597 | 7/14/2000 | 842597 | ENVIROJET | Ransomes America Corporation | 7016-300029/AU |
| Belux | 922764 | 9/8/1998 | 641256 | E-PLEX | Ransomes America Corporation | 7016-300004/BX/01 |
| | 922765 | 9/8/1998 | 641257 | G-PLEX | Ransomes America Corporation | 7016-300016/BX |
| Canada | 1067288 | 7/17/2000 | TMA576569 | ENVIROJET | Ransomes America Corporation | 7016-300029/CA |
| | 1757061 | 7/14/2000 | 1757061 | ENVIROJET | Ransomes America Corporation | 7016-300029/EM |
| France | 95555247 | 1/26/1995 | 95555247 | GREENSPLEX | Ransomes America Corporation | 7016-300005/FR |
| | 95555248 | 1/26/1995 | 95555248 | E-PLEX | Ransomes America Corporation | 7016-300004/FR |
| France | 95555908 | 1/31/1995 | 95555908 | T-PLEX | Ransomes America Corporation | 7016-300006/FR |
| | 95559128 | 2/17/1995 | 95559128 | RANSOMES & Design (Swoosh) | Ransomes America Corporation | 7016-300001/FR |
| France | 98750124 | 8/17/1998 | | G-PLEX | Ransomes America Corporation | 7016-300016/FR |
| | 2007481 | 1/12/1995 | 2007481 | E-PLEX | Ransomes America Corporation | 7016-300004/GB |
| Great Britain | 2007493 | 1/12/1995 | 2007493 | T-PLEX | Ransomes America Corporation | 7016-300006/GB |
| | 2007544 | 1/12/1995 | 2007544 | RANSOMES & Design (Swoosh) | Ransomes America Corporation | 7016-300001/GB |
| Great Britain | 2007554 | 1/12/1995 | 2007554 | GREENSPLEX | Ransomes America Corporation | 7016-300005/GB |
| | 2176977 | 9/10/1998 | 2176977 | G-PLEX | Ransomes America Corporation | 7016-300016/GB |
| Japan | 7-10224 | 2/7/1995 | 3340408 | RANSOMES & Design (Swoosh) | Ransomes America Corporation | 7016-300001/JP |
| Japan | 7-10225 | 2/7/1995 | 3356465 | RANSOMES & Design (Swoosh) | Ransomes America Corporation | 7016-300001/JP/01 |
| | 2000-85282 | 8/2/2000 | 4447026 | ENVIROJET | Ransomes America Corporation | 7016-300029/JP |