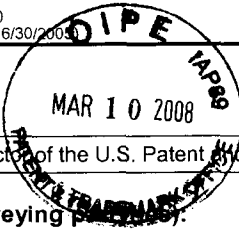


03-14-2008



RECORDER
TR



103489513

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

the new address(es) below.

1. Name of conveying party

Cushman Inc.
Cushman 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)

B. Trademark Registration No.(s)

594,814; 1,077,260; 1,340,567; 1,415,757; and
2,963,650

Additional sheet(s) attached? Yes No

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

"CUSHMAN & Design", "GREENSAIRE", "CUSHMAN", "TURF-TRUCKSTER", and "CUSHMAN".

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

Name: Garrett C. Donley

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)

\$ 140

- 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 _____

03/13/2008 NJAMA1 00000032 594814

9. Signature:

Garrett C. Donley

Signature

Garrett C. Donley

01 FC:8521
02 FC:8522

March 10, 2008

Date

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

30

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

EM 184 987 036 US

TRADEMARK
REEL: 003742 FRAME: 0001

ASSIGNMENT

WHEREAS, Cushman 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 Cushman Rhode Island Inc., a Delaware corporation ("Cushman 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 CUSHMAN RHODE ISLAND

Company has assigned, and transferred, and by these presents, Company hereby does assign, transfer, and deliver to Cushman 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 January 31, 2008, 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. The assignment of all common law trademarks, common law trade dress and other common law obligations of origin pursuant to this assignment shall be deemed effective as of the date of first use in commerce by Company. All other interests assigned pursuant to this assignment shall be effective as of the execution date of this assignment.

Notwithstanding anything to the contrary herein, Company retains the whole of any and whatever right, title and interest Company may have in and to: (i) the trademarks, trademark applications, trade dress, tradenames and other designations of origin listed in Exhibit B and any common-law rights relating to said trademarks, trade dress, tradenames and other designations of origin related thereto, including without limitation, any rights to obtain renewals and all other legal protections pertaining thereto, the right to recover for past infringement of, or liabilities for, any of the rights relating to any of such trademarks, trademark applications, tradenames, trade dress or other designations or 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

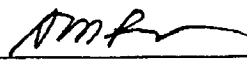
Company and Cushman Rhode Island hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary and useful to secure fully the aforesaid rights, titles, and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

OHS West:260334257.2

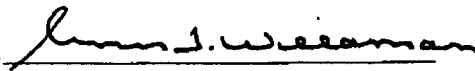
applications, and tradenames listed in Exhibit A and common-law trademarks, trade dress or other designations of origin created or acquired by Company on or before January 31, 2008 to Cushman Rhode Island, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of January 31, 2008.

Cushman Inc.

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

Cushman Rhode Island Inc.

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

TRADEMARKS

Cushman Inc TM Schedule (013108).XLS (United States)

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
76/543183	8/26/2003	2963650	USA	6/28/2005	CUSHMAN	TM	Cushman Inc.	Registered
73/500527	9/21/1984	1340567	USA	6/11/1985	CUSHMAN	TM	Cushman Inc.	Registered
71/655409	10/27/1953	0594814	USA	9/7/1954	Cushman & Design	TM	Cushman Inc.	Registered
73095307	8/2/1976	1077260	USA	11/15/1977	GREENSAIRE	TM	Cushman Inc.	Registered
73/569758	11/21/1985	1415757	USA	11/4/1986	TURF-TRUCKSTER	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
778179	5/30/1958	778179	United Kingdom	5/30/1958	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
822/58	3/10/1958	87499	Sweden	7/10/1959	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
	4/28/1958	T5823359B	Singapore	4/28/1958	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
32389	10/9/1987	342557	Mexico	2/9/1988	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
M29925	4/30/1958	M029925B	Malaysia	4/30/1958	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
8996/1958	4/7/1958	0531169	Japan	12/10/1958	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
DP9990723	7/4/1990	260834	Indonesia	7/4/1990	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
1328518	12/7/2006		Canada		CUSHMAN	TM	Cushman Inc.	Pending
369768	11/13/1973	TMA202634	Canada	10/25/1974	TRUCKSTER	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
135972	3/5/1958	188785	Australia	7/8/1964	CUSHMAN	TM	Cushman Inc.	Registered

RETAINED INTERESTS

ASSIGNMENT

WHEREAS, Cushman Rhode Island 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 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 COMPANY TO INNOVATIONS

Company has assigned, and transferred, and by these presents, Company hereby does assign, transfer, and deliver to Innovations, 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 January 31, 2008, 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. The assignment of all common law trademarks, common law trade dress and other common law obligations of origin pursuant to this assignment shall be deemed effective as of the date of first use in commerce by Company. All other interests assigned pursuant to this assignment shall be effective as of the execution date of this assignment.

Notwithstanding anything to the contrary herein, Company retains the whole of any and whatever right, title and interest Company may have in and to: (i) the trademarks, trademark applications, trade dress, tradenames and other designations of origin listed in Exhibit B and any common-law rights relating to said trademarks, trade dress, tradenames and other designations of origin related thereto, including without limitation, any rights to obtain renewals and all other legal protections pertaining thereto, the right to recover for past infringement of, or liabilities for, any of the rights relating to any of such trademarks, trademark applications, tradenames, trade dress or other designations or 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

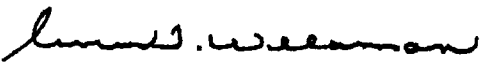
Company and Innovations hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary and useful to secure fully the aforesaid rights, titles, and interests in and to said trademarks, trademark applications, and tradenames listed in Exhibit A and common-law trademarks, trade dress or other designations

OHS West:260334257.2

of origin created or acquired by Company on or before January 31, 2008 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 January 31, 2008.

Cushman Rhode Island Inc.

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

Textron Innovations Inc.

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