

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Textron Innovations Inc.		04/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Maag Pump Systems Textron Inc.		
Street Address:	40 Westminster Street		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1814341	DIVEX	
Registration Number:	1782026	MICRONEX	
Registration Number:	2793920	HYDRECO	
Registration Number:	2790470	HYDRECO	
CORRESPONDENCE DATA			
Fax Number:	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-567-6700		
Email:	ipprosecution@orrick.com		
Correspondent Name:	Christopher J. Chaudoir		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	MAAG PROJECT		
NAME OF SUBMITTER:	Angela Wendel		

CH \$115.00 1814341

Signature:	/angela wendel/
Date:	06/10/2008
Total Attachments: 24 source=Maag TM Assignment#page1.tif source=Maag TM Assignment#page2.tif source=Maag TM Assignment#page3.tif source=Maag TM Assignment#page4.tif source=Maag TM Assignment#page5.tif source=Maag TM Assignment#page6.tif source=Maag TM Assignment#page7.tif source=Maag TM Assignment#page8.tif source=Maag TM Assignment#page9.tif source=Maag TM Assignment#page10.tif source=Maag TM Assignment#page11.tif source=Maag TM Assignment#page12.tif source=Maag TM Assignment#page13.tif source=Maag TM Assignment#page14.tif source=Maag TM Assignment#page15.tif source=Maag TM Assignment#page16.tif source=Maag TM Assignment#page17.tif source=Maag TM Assignment#page18.tif source=Maag TM Assignment#page19.tif source=Maag TM Assignment#page20.tif source=Maag TM Assignment#page21.tif source=Maag TM Assignment#page22.tif source=Maag TM Assignment#page23.tif source=Maag TM Assignment#page24.tif	

ASSIGNMENT

Whereas, Textron Innovations Inc., a Delaware corporation ("Innovations"), is the assignee of all right, title, and interest in and to the trademarks, common-law trademarks, trademark applications, tradenames, trade dress or other designations of origin identified in the those certain assignment agreements dated November 1, 2002 November 3, 2003, November 1, 2004, December 15, 2005 and February 15, 2006 (attached hereto as Exhibits 1 - 8; collectively, the "Assignment Agreements");

WHEREAS, Innovations, desires to transfer all of its right, title, and interest in and to the trademarks, common-law trademarks, trademark applications, tradenames, trade dress or other designations of origin identified in the Assignment Agreements back to Maag Pump Systems Textron Inc., a North Carolina corporation ("Maag");

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 BACK OF TRADEMARK RIGHTS AND THE ASSOCIATED GOODWILL BY INNOVATIONS TO MAAG

Innovations has assigned, and transferred, and by these present, Innovations hereby does assign, transfer, and deliver to Maag its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Innovations may have in and to: (i) the trademarks, trademark applications, tradenames, trade dress or other designations of origin listed in each Exhibit A to the attached Assignment Agreements; (ii) the common-law trademarks, trade dress and other designations of origin specifically identified in the Assignment Agreements; and (iii) the goodwill of the business symbolized by and associated with said trademarks, common-law trademarks, trademark applications, tradenames, trade dress or other designations of origin.

This Assignment shall only include those trademarks, common-law trademarks, trademark applications, tradenames, trade dress or other designations of origin that specifically relate to the operations of Maag.


2. FURTHER ASSURANCES

Innovations and Maag 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, common-law trademarks, trademark applications, tradenames, trade dress or other designations of origin listed in the Assignment Agreements.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.)

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of April 30, 2008.

Textron Innovations Inc.

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

Maag Pump Systems Textron Inc.

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

ASSIGNMENT

WHEREAS, MAAG Pump Systems Textron Inc., a North Carolina corporation (hereinafter "MAAG"), has adopted, used and is using the trademarks described herein, along with the goodwill of MAAG'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, MAAG 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 MAAG Pump Systems Rhode Island (2002) Inc., a Delaware corporation (hereinafter "MAAG 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 (the "Code");

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 MAAG TO MAAG RHODE ISLAND**

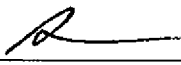
MAAG has assigned, and transferred, and by these presents, MAAG hereby does assign, transfer, and deliver to MAAG Rhode Island, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest MAAG may have in and to: (i) the trademarks listed in Exhibit A, 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 MAAG's business symbolized by and associated with the trademarks listed in Exhibit A.

2. **FURTHER ASSURANCES**

MAAG and MAAG 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 MAAG 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 1, 2002.

MAAG Pump Systems Textron Inc.

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

MAAG Pump Systems Rhode Island (2002) Inc.


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

Exhibit A

TRADEMARKS

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
73586097	3/14/1986	1,430,554	US	2/24/1987	MELTPAC	SM	37	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74232282	12/18/1991	1,814,341	US	12/28/1993	DIVEX	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74232283	12/18/1991	1,782,026	US	7/13/1993	MICRONEX	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74272433	5/4/1992	1,803,629	US	11/9/1993	REPAK	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74419777	7/30/1993	2,001,744	US	9/17/1996	SUPERPAC	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
Note: All foreign tm apps and regs have been abandoned.								

David Brown Hydraulics 4-02

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
76422695	6/17/2002		US		HYDRECO	TM	7	DAVID BROWN HYDRAULICS, INC. 2/03 assigned to MAAG Pump Systems
76422694	6/17/2002		US		HYDRECO	TM	7 & 11	DAVID BROWN HYDRAULICS, INC. 2/03 assigned to MAAG Pump Systems

ASSIGNMENT

WHEREAS, MAAG Pump Systems Rhode Island (2002) Inc., a Delaware corporation (hereinafter "MAAG Rhode Island"), has adopted, used and is using the trademarks described herein, along with the goodwill of MAAG 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, MAAG 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 (hereinafter "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 (the "Code");

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 MAAG RHODE ISLAND TO INNOVATIONS**

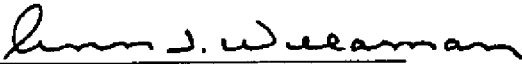
MAAG Rhode Island has assigned, and transferred, and by these presents, MAAG Rhode Island hereby does assign, transfer, and deliver to Innovations, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest MAAG Rhode Island may have in and to: (i) the 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 MAAG Rhode Island's business symbolized by and associated with the trademarks listed in Exhibit A.

2. **FURTHER ASSURANCES**

MAAG 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 1, 2002.

MAAG Pump Systems Rhode Island (2002) Inc.

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

Textron Innovations Inc.

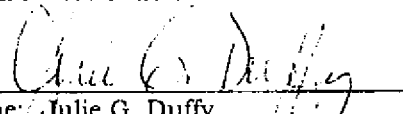
By: 
 Name: Julie G. Duffy
 Title: Vice President

Exhibit A

TRADEMARKS

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
73586097	3/14/1986	1,430,554	US	2/24/1987	MELTPAC	SM	37	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74232282	12/18/1991	1,814,341	US	12/28/1993	DIVEX	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74232283	12/18/1991	1,782,026	US	7/13/1993	MICRONEX	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
74272433	5/4/1992	1,803,629	US	11/9/1993	REPAK	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron inc.
74419777	7/30/1993	2,001,744	US	9/17/1996	SUPERPAC	TM	7	LCI Corporation International by assignment to MAAG Pump Systems Textron Inc.
Note: All foreign tm apps and regs have been abandoned.								

David Brown Hydraulics 4-02

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
76422695	6/17/2002		US		HYDRECO	TM	7	DAVID BROWN HYDRAULICS, INC. 2/03 assigned to MAAG Pump Systems
76422694	6/17/2002		US		HYDRECO	TM	7 & 11	DAVID BROWN HYDRAULICS, INC. 2/03 assigned to MAAG Pump Systems

ASSIGNMENT

WHEREAS, MAAG Pump Systems Textron Inc., a North Carolina 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 MAAG Pump Systems Rhode Island (2002) Inc., a Delaware corporation ("MAAG 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 MAAG RHODE ISLAND**

Company has assigned, and transferred, and by these presents, Company hereby does assign, transfer, and deliver to MAAG 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 MAAG 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 MAAG 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.

MAAG Pump Systems Textron Inc.

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

MAAG Pump Systems Rhode Island (2002) Inc.

By: Jenny Jackson
Name: Jenny Jackson
Title: Vice President

Exhibit A

TRADEMARKS

ASSIGNMENT

WHEREAS, MAAG Pump Systems Rhode Island (2002) Inc., a Delaware corporation ("MAAG Rhode Island"), has adopted, used and is using the trademarks described herein, along with the goodwill of MAAG 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, MAAG 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 MAAG RHODE ISLAND TO INNOVATIONS

MAAG Rhode Island has assigned, and transferred, and by these presents, MAAG 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 MAAG 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 MAAG Rhode Island's business symbolized by and associated with the trademarks listed in Exhibit A.

2. FURTHER ASSURANCES

MAAG 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.

MAAG Pump Systems Rhode Island (2002) Inc.

By: Jenny Jackson
Name: Jenny Jackson
Title: Vice President

Textron Innovations Inc.

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

Exhibit A

TRADEMARKS

ASSIGNMENT

WHEREAS, MAAG Pump Systems Textron Inc., a North Carolina 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 MAAG Pump Systems Rhode Island (2002) Inc., a Delaware corporation ("MAAG 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 MAAG RHODE ISLAND**

Company has assigned, and transferred, and by these presents, Company hereby does assign, transfer, and deliver to MAAG 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 MAAG 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 MAAG 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 1, 2004.

MAAG Pump Systems Textron Inc.

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

MAAG Pump Systems Rhode Island (2002) Inc.

By: Jenny Jackson
Name: Jenny Jackson
Title: Vice President

Exhibit A

TRADEMARKS

ASSIGNMENT

WHEREAS, MAAG Pump Systems Rhode Island (2002) Inc., a Delaware corporation ("MAAG Rhode Island"), has adopted, used and is using the trademarks described herein, along with the goodwill of MAAG 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, MAAG 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 MAAG RHODE ISLAND TO INNOVATIONS**

MAAG Rhode Island has assigned, and transferred, and by these presents, MAAG 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 MAAG 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 MAAG Rhode Island's business symbolized by and associated with the trademarks listed in Exhibit A.

2. **FURTHER ASSURANCES**

MAAG 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 1, 2004.

MAAG Pump Systems Rhode Island (2002) Inc.

By: Jenny Jackson
 Name: Jenny Jackson
 Title: Vice President

Textron Innovations Inc.

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

Exhibit A

TRADEMARKS

ASSIGNMENT

WHEREAS, MAAG Pump Systems Textron Inc., a North Carolina 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 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 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 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 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 listed in Exhibit A to Innovations, its successors, assigns, and legal representatives.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of December 15, 2005.

MAAG Pump Systems Textron Inc.

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

Textron Innovations Inc.

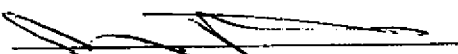
By: 
Name: James Runstädler
Title: Vice President - Licensing

Exhibit A

TRADEMARKS

ASSIGNMENT

WHEREAS, MAAG Pump Systems Textron Inc., a North Carolina 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 or other designations of origin described herein, including any common-law rights related to said trademarks, 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, along with the goodwill of the business symbolized by and associated with such trademarks, tradenames, trade dress or other designations or origin 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

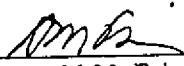
Company has assigned, and transferred, and by these presents, Company hereby does assign, transfer, and deliver to Innovations, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Company may have in and to: (i) the trademarks, trademark applications, and tradenames listed in Exhibit A, common-law trademarks, trade dress and other designations of origin created or acquired by Company on or before 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 the 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, 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 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.

MAAG PUMP SYSTEMS TEXTRON INC.

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

TEXTRON INNOVATIONS INC.

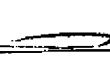
By: 
Name: James P. Runstadler
Title: Vice President - Licensing

Exhibit A

TRADEMARKS