

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:	Cone Drive Operations Inc.		
Street Address:	40 Westminster Street		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0642562	CONE-DRIVE	
Registration Number:	2076336	WHISPERDRIVE	
Registration Number:	2901911	CONEX	
Registration Number:	3192467	CONE DRIVE	
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 0642562

Signature:	/angela wendel/
Date:	06/10/2008
<p>Total Attachments: 28</p> <p>source=Cone Drive TM Assignment#page1.tif source=Cone Drive TM Assignment#page2.tif source=Cone Drive TM Assignment#page3.tif source=Cone Drive TM Assignment#page4.tif source=Cone Drive TM Assignment#page5.tif source=Cone Drive TM Assignment#page6.tif source=Cone Drive TM Assignment#page7.tif source=Cone Drive TM Assignment#page8.tif source=Cone Drive TM Assignment#page9.tif source=Cone Drive TM Assignment#page10.tif source=Cone Drive TM Assignment#page11.tif source=Cone Drive TM Assignment#page12.tif source=Cone Drive TM Assignment#page13.tif source=Cone Drive TM Assignment#page14.tif source=Cone Drive TM Assignment#page15.tif source=Cone Drive TM Assignment#page16.tif source=Cone Drive TM Assignment#page17.tif source=Cone Drive TM Assignment#page18.tif source=Cone Drive TM Assignment#page19.tif source=Cone Drive TM Assignment#page20.tif source=Cone Drive TM Assignment#page21.tif source=Cone Drive TM Assignment#page22.tif source=Cone Drive TM Assignment#page23.tif source=Cone Drive TM Assignment#page24.tif source=Cone Drive TM Assignment#page25.tif source=Cone Drive TM Assignment#page26.tif source=Cone Drive TM Assignment#page27.tif source=Cone Drive TM Assignment#page28.tif</p>	

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 Cone Drive Operations Inc., a Delaware corporation ("Cone Drive");

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 CONE DRIVE

Innovations has assigned, and transferred, and by these present, Innovations hereby does assign, transfer, and deliver to Cone Drive, 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 Cone Drive.


2. FURTHER ASSURANCES

Innovations and Cone Drive 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.

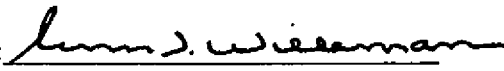
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IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of April 30, 2008.

Textron Innovations Inc.

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

Cone Drive Operations Inc.

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

ASSIGNMENT

WHEREAS, Cone Drive Operations Inc., a Delaware corporation (hereinafter "Cone Drive"), has adopted, used and is using the trademarks described herein, along with the goodwill of Cone Drive'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, Cone Drive 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 Cone Drive Rhode Island Inc., a Delaware corporation (hereinafter "Cone Drive 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 CONE DRIVE TO CONE DRIVE RHODE ISLAND**

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

2. **FURTHER ASSURANCES**

Cone Drive and Cone Drive 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 Cone Drive 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.

Cone Drive Operations Inc.

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

Cone Drive Rhode Island Inc.

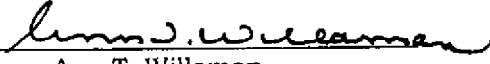
By: 
Name: Ann T. Willaman
Title: Vice President and Secretary

Exhibit A

TRADEMARKS

Cone Drive 4-02 (final) (United States)

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
72013160	7/31/1956	642562	US	3/12/1957	CONE-DRIVE (stylized)	TM	7	Cone Drive Textron Inc.
75259826	3/19/1997	2217773	US	1/12/1999	EPICDRIVE	TM	7	Cone Drive Operations, Inc.
74350974	1/22/1993	1964389	US	3/26/1996	POWERDRIVE	TM	7	Cone Drive Operations, Inc.

ASSIGNMENT

EXHIBIT 2

WHEREAS, Cone Drive Rhode Island Inc., a Delaware corporation (hereinafter "Cone Drive Rhode Island"), has adopted, used and is using the trademarks described herein, along with the goodwill of Cone Drive 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, Cone Drive 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 CONE DRIVE RHODE ISLAND TO INNOVATIONS

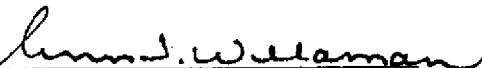
Cone Drive Rhode Island has assigned, and transferred, and by these presents, Cone Drive Rhode Island hereby does assign, transfer, and deliver to Innovations, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Cone Drive Rhode Island may have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

2. FURTHER ASSURANCES

Cone Drive 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.

Cone Drive Rhode Island 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

Cone Drive 4-02 (final) (United States)

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
72013160	7/31/1956	642562	US	3/12/1957	CONE-DRIVE (stylized)	TM	7	Cone Drive Textron Inc.
75259826	3/19/1997	2217773	US	1/12/1999	EPICDRIVE	TM	7	Cone Drive Operations, Inc.
74350974	1/22/1993	1964389	US	3/26/1996	POWERDRIVE	TM	7	Cone Drive Operations, Inc.

Cone Drive 4-02 (final) (United States)

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
72013160	7/31/1956	642562	US	3/12/1957	CONE-DRIVE (stylized)	TM	7	Cone Drive Textron Inc.
75259826	3/19/1997	2217773	US	1/12/1999	EPICDRIVE	TM	7	Cone Drive Operations, Inc.
74350974	1/22/1993	1964389	US	3/26/1986	POWERDRIVE	TM	7	Cone Drive Operations, Inc.

ASSIGNMENT

WHEREAS, Cone Drive Operations 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 Cone Drive Rhode Island Inc., a Delaware corporation ("Cone Drive 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 CONE DRIVE RHODE ISLAND

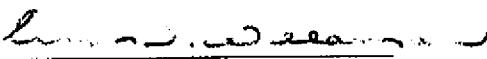
Company has assigned, and transferred, and by these presents, Company hereby does assign, transfer, and deliver to Cone Drive Rhode Island, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Company may have in and to: (i) the trademarks listed 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 Cone Drive 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 Cone Drive 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.

Cone Drive Operations Inc.

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

Cone Drive Rhode Island Inc.

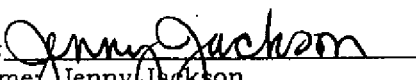
By: 
 Name: Jenny Jackson
 Title: Vice President

Exhibit A

TRADEMARKS

Cone Drive 4-03 (final) (United States)

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
75008654	10/23/1995	2076336	US	7/1/1997	WHISPERDRIVE	TM	7	Cone Drive Operations Inc.

ASSIGNMENT

EXHIBIT 4

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

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

2. **FURTHER ASSURANCES**

Cone Drive 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.

Cone Drive Rhode Island 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

Cone Drive 4-03 (final) (United States)

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
75008654	10/23/1995	2076336	US	7/1/1997	WHISPERDRIVE	TM	7	Cone Drive Operations Inc.

ASSIGNMENT

WHEREAS, Cone Drive Operations 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 Cone Drive Rhode Island Inc., a Delaware corporation ("Cone Drive 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 CONE DRIVE RHODE ISLAND

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

Cone Drive Operations Inc.

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

Cone Drive Rhode Island Inc.

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

Exhibit A

TRADEMARKS

Cone Drive 12-03 (final) (United States)

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
76095058	7/24/2000	2901911	US	11/9/2004	CONEX	TM	7	Cone Drive Operations, Inc.

ASSIGNMENT

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

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

2. FURTHER ASSURANCES

Cone Drive 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.

Cone Drive Rhode Island 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

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
76095058	7/24/2000	2901911	US	11/9/2004	CONEX	TM	7	Cone Drive Operations, Inc.

ASSIGNMENT

WHEREAS, Cone Drive Operations 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 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.

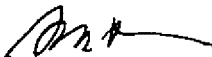
2. FURTHER ASSURANCES

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.

Cone Drive Operations Inc.

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

Textron Innovations Inc.


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

Exhibit A

TRADEMARKS

ASSIGNMENT

WHEREAS, Cone Drive Operations 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 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.

CONE DRIVE OPERATIONS INC.

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

TEXTRON INNOVATIONS INC.

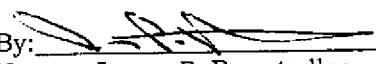
By: 
Name: James P. Runstadler
Title: Vice President - Licensing

Exhibit A

TRADEMARKS

Cone Drive 12-05 (final) (United States)

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
78755901	11/17/2005		US		CONE-DRIVE	TM	7	Cone Drive Operations, Inc.