

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
Ransomes PLC		05/22/2008	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Textron Innovations Inc.		
Street Address:	40 Westminster Street		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903-2596		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2655702	CUSHMAN	
CORRESPONDENCE DATA			
Fax Number:	(248)641-0270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-641-1600		
Email:	docketingtm@hdp.com		
Correspondent Name:	Garrett C. Donley		
Address Line 1:	5445 Corporate Drive, Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	31911-500018		
NAME OF SUBMITTER:	Garrett C. Donley		
Signature:	/Garrett C. Donley/		
Date:	06/30/2008		

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Total Attachments: 3

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**PURCHASE AND SALE, LICENSE BACK AND ROYALTY SETTLEMENT
AGREEMENT**

THIS PURCHASE AND SALE, LICENSE BACK AND ROYALTY SETTLEMENT AGREEMENT (the "Agreement") is entered into this 22nd day of May, 2008 (the "Effective Date"), by and between Ransomes PLC, a United Kingdom corporation ("Ransomes PLC"), and Textron Innovations Inc., a Delaware corporation ("TII").

WITNESSETH:

WHEREAS, Ransomes has adopted, used and is using the trademarks listed on Exhibit A hereto, including any and all registrations issued, applications filed or common-law rights related to any of the foregoing, along with the goodwill of Ransomes' business symbolized thereby and any and all rights to obtain renewals or other legal protections pertaining thereto (the "Marks");

WHEREAS, Ransomes is desirous of selling and TII is desirous of purchasing the Marks;

WHEREAS, Ransomes concurrently wishes to obtain a fully paid-up, perpetual license for those certain marks owned by TII as listed in Exhibit B hereto (the "Licensed Marks");

WHEREAS, Ransomes and TII wish to settle all outstanding royalties owed between the parties for their respective uses of the Marks and Licensed Marks;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereby agree as follows:

1. Sale and Purchase. Ransomes agrees to sell, transfer, convey and assign to TII and TII agrees to purchase from Ransomes the Marks free from all liens, charges and encumbrances.
2. License. TII agrees to license the Licensed Marks to Ransomes in accordance with that certain license agreement executed concurrently herewith and attached hereto as Exhibit C (the "License Agreement").
3. Consideration. In consideration for the sale of the Marks, the license of the Licensed Marks, the settlement of all royalties owed by and between Ransomes and TII for the years 2002 through 2007, Ransomes shall pay TII nine hundred sixty thousand dollars (\$960,000) Included within this payment and in further consideration of the sale of the Marks, is a one time payment to Ransomes for all anticipated future benefits of TII's enforcement of the Marks against third parties.
4. Warranties of Ransomes. Ransomes warrants that:

- (a) It owns the exclusive right, title and interest in the Marks;
- (b) The Marks are not subject to any lien, third party claim or security interest; and
- (c) Use of the Marks does not infringe any rights of third parties.

5. Warranties of TII. TII warrants that:

- (a) It owns the exclusive right, title and interest in the Licensed Marks.

6. Completion. Completion of the sale and purchase of the Marks shall take place as of the Effective Date.

7. Costs. Each party shall pay the costs, charges and expenses incurred by it in connection with the entering into and completion of this Agreement.

8. Further Assurances. Each party shall procure the convening of all meetings, the giving of all waivers and consents, the passing of all resolutions and the execution of all documents and shall otherwise exercise all powers and rights available to it in order to give effect to this Agreement.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware notwithstanding its conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

RANSOMES PLC

TEXTRON INNOVATIONS INC.

By: 
Name: Brian George
Title: International Finance Director

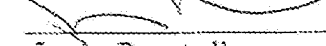
By: 
Name: James Runstadler
Title: Vice President - Licensing

EXHIBIT A

Serial Number	Registration Date	Serial Number	Country	Registration Date	Mark	Class	Owner	Status
293579	3/13/2008	P293579	Switzerland	4/23/1998	CUSHMAN	TM	Ransomes PLC	Registered
332229	4/19/1958	332229	Spain	4/9/1958	CUSHMAN	TM	Ransomes PLC	Registered
294	10/30/1973	294	Samoa	9/20/1974	CUSHMAN	TM	Ransomes PLC	Registered
	4/25/1958	5887	Rwanda	4/25/1958	CUSHMAN	TM	Ransomes PLC	Registered
15544	7/8/1968	15544	Puerto Rico	12/17/1969	CUSHMAN	TM	Ransomes PLC	Registered
61697	3/26/1958	61697	New Zealand	3/26/1958	CUSHMAN	TM	Ransomes PLC	Registered
31139	4/24/1958	360989	Italy	4/24/1958	CUSHMAN	TM	Ransomes PLC	Registered
7835/23WZ	3/4/1958	72458	Germany	3/4/1958	CUSHMAN	TM	Ransomes PLC	Registered
1351357	4/18/1998	1351357	France	4/18/1986	CUSHMAN	TM	Ransomes PLC	Registered
656761	3/3/1983	1229034	France	3/3/1983	CUSHMAN	TM	Ransomes PLC	Registered
93457138	2/23/93	93457138	France	11/5/93	CUSHMAN	TM	Ransomes PLC	Registered
527081	4/15/58	32338	Benelux	5/11/68	CUSHMAN	TM	Ransomes PLC	Registered
		5887	Burundi		CUSHMAN	TM	Ransomes PLC	Registered
814243860	5/25/1989	814243860	Brazil	11/3/1993	CUSHMAN	TM	Ransomes PLC	Registered
964/58	4/21/1958	39519	Austria	8/18/1958	CUSHMAN	TM	Ransomes PLC	Registered
76/186493	12/15/00	2655702	USA	12/3/02	CUSHMAN	TM	Ransomes PLC	Registered
29273	2/14/1955	29273	Venezuela	2/14/1955	Cushman & Design	TM	Ransomes PLC	Registered
994/1958	4/11/1958	2317/1958	Denmark	11/22/1958	Cushman & Design	TM	Ransomes PLC	Registered