

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Textron Inc.		12/10/2008	CORPORATION: DELAWARE
Textron Rhode Island Inc.		12/10/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Textron Innovations Inc.
Street Address:	40 Westminster Street
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3300567	TXT
Registration Number:	3278383	REFRESHER
Registration Number:	3333251	POWER WISE

**CORRESPONDENCE DATA**

Fax Number: (248)641-0270  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 248-641-1600  
 Email: docketingtm@hdp.com, donley@hdp.com  
 Correspondent Name: Garrett C. Donley  
 Address Line 1: 5445 Corporate Drive, Suite 200  
 Address Line 4: Troy, MICHIGAN 48098-2683

ATTORNEY DOCKET NUMBER: 3191I-500023

CH \$90.00 3300567

NAME OF SUBMITTER:	Garrett C. Donley
Signature:	/Garrett C. Donley/
Date:	08/26/2009
<b>Total Attachments: 14</b> source=31911-500023 Assignment - 20081210#page1.tif source=31911-500023 Assignment - 20081210#page2.tif source=31911-500023 Assignment - 20081210#page3.tif source=31911-500023 Assignment - 20081210#page4.tif source=31911-500023 Assignment - 20081210#page5.tif source=31911-500023 Assignment - 20081210#page6.tif source=31911-500023 Assignment - 20081210#page7.tif source=31911-500023 Assignment - 20081210#page8.tif source=31911-500023 Assignment - 20081210#page9.tif source=31911-500023 Assignment - 20081210#page10.tif source=31911-500023 Assignment - 20081210#page11.tif source=31911-500023 Assignment - 20081210#page12.tif source=31911-500023 Assignment - 20081210#page13.tif source=31911-500023 Assignment - 20081210#page14.tif	

## ASSIGNMENT

WHEREAS, Textron 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 Rhode Island Inc., a Delaware corporation ("Textron 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 TEXTRON RHODE ISLAND

Company has assigned, and transferred, and by these presents, Company hereby does assign, transfer, and deliver to Textron 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 December 31, 2006, 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 Textron 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

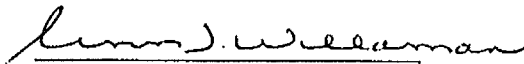
OHS West:260334257.2

**TRADEMARK**  
**REEL: 004052 FRAME: 0803**

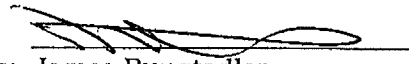
applications, and tradenames listed in Exhibit A and common-law trademarks, trade dress or other designations of origin created or acquired by Company on or before December 31, 2006 to Textron Rhode Island, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of December 10, 2008.

**Textron Inc.**

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

**Textron Rhode Island Inc.**

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

**Exhibit A**

**TRADEMARKS**

Textron TM 12-06 TMs (final) (2).xls Assignment

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
								None

E-Z-GO TM 12-06 TMs (final).xls Assignment

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
76/667679	10/18/06	3300567	USA	10/2/07	TXT		12,	Textron Inc.
76/667691	10/18/06	3278383	USA	8/14/07	REFRESHER		12,	Textron Inc.
76/667692	10/18/06	3333251	USA	11/13/07	Powerwise		9.,	Textron Inc.

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
---------------	------------	------------------	---------	-------------------	------	--------------	----	-------

None



**Exhibit B**

**RETAINED INTERESTS**

## ASSIGNMENT

WHEREAS, Textron 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 December 31, 2006, 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

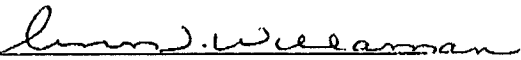
Company and Innovations hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary and useful to secure fully the aforesaid rights, titles, and interests 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 December 31, 2006 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 December 10, 2008.

**Textron Rhode Island Inc.**

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

**Textron Innovations Inc.**

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

**Exhibit A**

**TRADEMARKS**

Textron TM 12-06 TMs (final) (2).xls Assignment

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER

None

E-Z-GO TM 12-06 TMs (final).xls Assignment

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
76/667679	10/18/06	3300567	USA	10/2/07	TXT		12.	Textron Inc.
76/667691	10/18/06	3278383	USA	8/14/07	REFRESHER		12,	Textron Inc.
76/667692	10/18/06	3333251	USA	11/13/07	Powerwise		9.,	Textron Inc.

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	IC	OWNER
---------------	------------	------------------	---------	-------------------	------	--------------	----	-------

None

**Exhibit B**

**RETAINED INTERESTS**