Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|--------------------------|
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 12/31/2007 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-----------------------|
| Textron Inc. | | 12/11/2008 | CORPORATION: DELAWARE |
| Textron Rhode Island Inc. | | 12/11/2008 | 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: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3531451 | RXV |

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-500024 |
|-------------------------|---------------------|
| NAME OF SUBMITTER: | Garrett C. Donley |
| Signature: | /Garrett C. Donley/ |
| | IRADEIVIARA |

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| Date: | 08/26/2009 |
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| Date: Total Attachments: 14 source=3191I-500024 Assignment - 200812 | 211#page1.tif 211#page2.tif 211#page3.tif 211#page4.tif 211#page5.tif 211#page6.tif 211#page8.tif 211#page8.tif |
| source=3191I-500024 Assignment - 200812 source=3191I-500024 Assignment - 200812 source=3191I-500024 Assignment - 200812 source=3191I-500024 Assignment - 200812 | 211#page12.tif 211#page13.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, 2007, 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

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, 2007 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 11, 2008.

Textron Inc.

By: Lum J Welaman

Name: Ann T. Willaman Title: Assistant Secretary

Textron Rhode Island Inc.

Name: James Runstadler

Title: Vice President - Licensing

Exhibit A

TRADEMARKS

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TRADEMARK

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Textron TM 12-07 TMs (final).xls Assignment

| Date Filed | Negisuation od No. | Country | Kegistration Date | Mark | lype of Mark | 2 | OWNER |
|------------|-----------------------|---------|----------------------|-------------------|-----------------|---------|---------------|
| 1/10/07 | 3507020 | SN | 9/30/08 | ELEVATE YOUR GAME | | 35 Int. | Textron, Inc. |

| Serial Number Date Filed | Date Filed | Registration No. | Country | Registration Date | Mark | Type of Mark | <u>c</u> | OWNER |
|--------------------------|------------|---------------------|---------|------------------------|------|-----------------|----------|--------|
| | 200 | | 6,000 | 2350 | | | 2 | |
| 76/678885 | 6/29/07 | 3531451 USA | USA | 11/11/08 | RXV | | 12, | E-Z-G0 |

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| Serial Number | Date Filed | No. | Country | Date | Mark | Mark | ပ | OWNER | |

| | | Registration | | Registration | | Type of | | |
|---------------|------------|--------------|---------|--------------|------|---------|---|-------|
| Serial Number | Date Filed | No. | Country | Date | Mark | Mark | ೮ | OWNER |
| | | | | | | | | |

None

Exhibit B

RETAINED INTERESTS

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TRADEMARK

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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, 2007, 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, 2007 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 11, 2008.

Textron Rhode Island Inc.

Name: Ann T. Willaman

Title: Vice President and Secretary

Textron Innovations Inc.

Name: James Runstadler

Title: Vice President - Licensing

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TRADEMA

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Exhibit A

TRADEMARKS

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TRADEMARK

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Textron TM 12-07 TMs (final).xls Assignment

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None

Exhibit B

RETAINED INTERESTS

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RECORDED: 08/26/2009

TRADEMARK

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