

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
Brunswick Corporation		10/06/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Woodward Governor Company		
Street Address:	1000 E. Drake Road		
City:	Fort Collins		
State/Country:	COLORADO		
Postal Code:	80525		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2863183	MOTOFLASH	
Registration Number:	3136196	MOTOHAWK	
Registration Number:	2802997	MOTOTUNE	
Serial Number:	77374028	CONTROLCORE	
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6175425070		
Email:	tmdoctc@fr.com, smolinsky@fr.com		
Correspondent Name:	Cynthia J. Walden, Fish & Richardson PC		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	23044-BRUNSWICK		
NAME OF SUBMITTER:	Cynthia Johnson Walden		

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TRADEMARK
REEL: 004074 FRAME: 0403

Signature:	/cynthia johnson walden/
Date:	10/06/2009
<p>Total Attachments: 5</p> <p>source=Brunswick assignment#page1.tif</p> <p>source=Brunswick assignment#page2.tif</p> <p>source=Brunswick assignment#page3.tif</p> <p>source=Brunswick assignment#page4.tif</p> <p>source=Brunswick assignment#page5.tif</p>	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is made as of this 6th day of October, 2008, by and between Brunswick Corporation, a Delaware Corporation ("Assignor"), and Woodward Governor Company, a Delaware Corporation ("Assignee");

WHEREAS, Assignor is the owner of, has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof (the "Marks"); and

WHEREAS, Assignee wishes to acquire the entire right, title and interest in and to the Marks as listed in Schedule A and the goodwill connected with and symbolized by the said Marks; and

WHEREAS, Assignor wishes to assign to Assignee the Marks and the goodwill connected with and symbolized by the said Marks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee the entire right, title and interest in and to the Marks, including all pending applications for the Marks, together with the goodwill connected with and symbolized by the said Marks throughout the world and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the respective local Registrars of Trademarks or other appropriate legal trademark authorities to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee.

Assignor shall provide Assignee cooperation and assistance at Assignee's request and at Assignee's reasonable expense (including the execution and delivery of any and all affidavits,

declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the Marks assigned herein; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including testifying as to any facts relating to this Assignment or to the trademark rights assigned herein; (3) in obtaining any additional trademark protection in or to the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

BRUNSWICK CORPORATION

By: _____
Name: _____
Title: _____

**WOODWARD GOVERNOR
COMPANY**

By: _____
Name: _____
Title: _____

TRADEMARK

REEL: 004074 FRAME: 0406

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

BRUNSWICK CORPORATION

By: 

Name: Kevin S. Grodzki

Title: Vice President

WOODWARD GOVERNOR
COMPANY

By: _____

Name: _____

Title: _____

Signature Page
To
Trademark Assignment

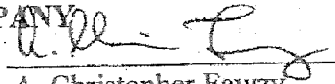
TRADEMARK
REEL: 004074 FRAME: 0407

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized officers or agents on the date first written above.

BRUNSWICK CORPORATION

By: _____
Name: _____
Title: _____

**WOODWARD GOVERNOR
COMPANY**

By: 
Name: A. Christopher Fawzy
Title: Secretary

*Signature Page
To
Trademark Assignment*

**TRADEMARK
REEL: 004074 FRAME: 0408**

SCHEDULE A

<u>Trademark</u>	<u>Country/State</u>	<u>Reg. or App. No.</u>
MOTOFLASH	USA	2,863,183
MOTOHAWK	USA	3,136,196
MOTOTUNE	USA	2,802,997
CONTROLCORE	USA	77/374,028

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