

## 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
	Textron Inc.		04/12/2012
	Textron Rhode Island Inc.		04/12/2012
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:	3908437	THEY'LL NEVER HEAR YOU COMING
CORRESPONDENCE DATA			
Fax Number:	2486410270		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		
ATTORNEY DOCKET NUMBER:	31911-500081		
NAME OF SUBMITTER:	Garrett C. Donley		
Signature:	/Garrett C. Donley/		

Date:

07/09/2012

**Total Attachments: 14**

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## 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, 2011, 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

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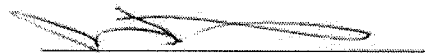
applications, and tradenames listed in Exhibit A and common-law trademarks, trade dress or other designations of origin created or acquired by Company on or before December 31, 2011 to Textron Rhode Island, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of April 12, 2012.

**Textron Inc.**

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

**Textron Rhode Island Inc.**

By:   
Name: James Runstadler  
Title: President

**Exhibit A**

**TRADEMARKS**

Serial Number	Filing Date	Registration Number	Country	Registration Date	Mark	Type of Mark	Owner
77566,442	9/10/2008	3908437	USA	1/18/2011	They'll Never Hear You Coming	Trademark	E-Z-GO
1161986	3/11/2011	1237629	Mexico	9/9/2011	C CUSHMAN & Design	Trademark	E-Z-GO
1161984	3/11/2011		Mexico		C CUSHMAN & Design	Trademark	E-Z-GO
1161982	3/10/2011		Mexico		C CUSHMAN & Design	Trademark	E-Z-GO
1144765	12/21/2010	1212942	Mexico	4/20/2011	E EXCEED HYBRID TECHNOLOGY	Trademark	E-Z-GO
10169019	8/2/2011		Europe		E-Z-GO	Trademark	E-Z-GO
9787037	3/4/2011	9787037	CTM	8/15/2011	C CUSHMAN & Design	Trademark	E-Z-GO
9593401	12/13/2010	9593401	CTM	6/28/2011	E EXCEED HYBRID TECHNOLOGY	Trademark	E-Z-GO
9490882	5/20/2011		China		E EXCEED HYBRID TECHNOLOGY	Trademark	E-Z-GO
9446396	5/11/2011		China		EXCEED HYBRID TECHNOLOGY	Trademark	E-Z-GO
1,558,232	12/30/2011		Canada		BACKLASH	Trademark	E-Z-GO
1,558,233	12/30/2011		Canada		BACKLASH X	Trademark	E-Z-GO
1,552,513	11/17/2011		Canada		PRO-FIT	Trademark	E-Z-GO
1,517,582	3/3/2011		Canada		C CUSHMAN & Design	Trademark	E-Z-GO

Serial Number	Filing Date	Registration Number	Country	Registration Date	Mark	Type of Mark	IC	Owner
201177657	10/28/2011		Japan		CUSHMAN	Trademark		Jacobsen
	6/27/2011		China		Jacobsen	Trademark		Jacobsen
	6/27/2011		China		Jacobsen	Trademark		Jacobsen

Textron Corporate 2011 TM

Serial No.	Filing Date	Registration Number	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, 2011, 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

of origin created or acquired by Company on or before December 31, 2011 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 April 12, 2012.

**Textron Rhode Island Inc.**

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

**Textron Innovations Inc.**

By:   
Name: James Runstadler  
Title: President

**Exhibit A**

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1161984	3/11/2011		Mexico		C CUSHMAN & Design	Trademark	E-Z-GO
1161982	3/10/2011		Mexico		C CUSHMAN & Design	Trademark	E-Z-GO
1144765	12/21/2010	1212942	Mexico	4/20/2011	E EXCEED HYBRID TECHNOLOGY	Trademark	E-Z-GO
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Textron Corporate 2011 TM

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**RETAINED INTERESTS**