

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Textron Rhode Island Inc.		04/01/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Textron Innovations Inc.		
<b>Street Address:</b>	40 Westminster Street		
<b>City:</b>	Providence		
<b>State/Country:</b>	RHODE ISLAND		
<b>Postal Code:</b>	02903		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85393784	BACKLASH	
<b>Serial Number:</b>	85393791	BACKLASH X	
<b>Serial Number:</b>	85252157	C CUSHMAN	
<b>Serial Number:</b>	85912722	EXPRESS	
<b>Serial Number:</b>	85817089	LET'S WORK	
<b>Serial Number:</b>	85246634	PRO-FIT	
<b>Serial Number:</b>	86057983	CLASSIC XP	
<b>Serial Number:</b>	86023734	HAULER	
<b>Serial Number:</b>	86052837	LF	
<b>Serial Number:</b>	86057442	TRUESET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	ksmith@hdp.com		
<b>Correspondent Name:</b>	Harness, Dickey & Pierce		
<b>Address Line 1:</b>	P.O. Box 828		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48303		
<b>ATTORNEY DOCKET NUMBER:</b>	31911-500095		
<b>TRADEMARK</b>			

CH \$265.00 85393784

<b>NAME OF SUBMITTER:</b>	Elizabeth K. Brock
<b>SIGNATURE:</b>	/ekb/
<b>DATE SIGNED:</b>	07/21/2014
<b>Total Attachments: 7</b> source=Textron RI - 04-01-14 - Assignment#page1.tif source=Textron RI - 04-01-14 - Assignment#page2.tif source=Textron RI - 04-01-14 - Assignment#page3.tif source=Textron RI - 04-01-14 - Assignment#page4.tif source=Textron RI - 04-01-14 - Assignment#page5.tif source=Textron RI - 04-01-14 - Assignment#page6.tif source=Textron RI - 04-01-14 - Assignment#page7.tif	

## 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, 2013, 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

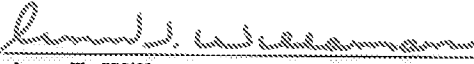
OHS West:260334257.2

**TRADEMARK**  
**REEL: 005326 FRAME: 0661**

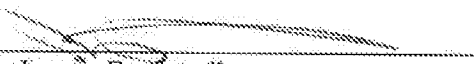
of origin created or acquired by Company on or before December 31, 2013 to Innovations, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of April 1, 2014.

**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**

**TRADEMARKS**

**Exhibit B**

**RETAINED INTERESTS**

Serial No.	Filing Date	Registration Number	Registration Date	Country	Mark	Type of Mark	IC	Owner
None								

Serial Number	Filing Date	Registration Number	Registration Date	Country	Mark	Type of Mark	IC	Owner
85/593,784	3/9/2011	4207508	9/11/2012	USA	BACKLASH	Trademark	E-Z-GO	Textron Inc.
85/593,781	3/9/2011	4207509	9/11/2012	USA	BACKLASH X	Trademark	E-Z-GO	Textron Inc.
10593928	3/9/2012	10593928	4/28/2013	China (People's Republic)	C CUSHMAN & Design		12	Textron Inc. - E-Z-GO
1161994	3/10/2011	1362398	4/26/2013	Mexico	C CUSHMAN & Design		12	Textron Innovations Inc.
85/252,157	2/25/2011	4471198	1/21/2014	USA	C CUSHMAN & Design	Trademark	E-Z-GO	Textron Inc.
10593927	3/9/2012	10593927	4/26/2013	China (People's Republic)	CUSHMAN		12	Textron Inc. - E-Z-GO
9490882	5/20/2011	9490882	12/26/2013	China (People's Republic)	E EXCEED HYBRID TECHNOLOGY & Design		12	Textron Innovations Inc.
85/812722	4/23/2013			United States of America	EXPRESS		12	Textron Inc. - E-Z-GO
1827498	5/21/2013			Canada	EXPRESS		Wares	Textron Inc. - E-Z-GO
11831112	5/21/2013			European Community	EXPRESS		12	Textron Inc. - E-Z-GO
1380841	6/6/2013			Mexico	EXPRESS		12	Textron Inc. - E-Z-GO
12222469	10/14/2013			European Community	E-Z-GO EXPRESS		12	Textron Inc. - E-Z-GO
840570696	7/5/2013			Brazil	LET'S WORK		12	Textron Inc. - E-Z-GO
1633909	7/4/2013			Canada	LET'S WORK		Wares	Textron Inc. - E-Z-GO
12861387	7/4/2013			China (People's Republic)	LET'S WORK		12	Textron Inc. - E-Z-GO
11955694	7/4/2013			European Community	LET'S WORK		12	Textron Inc. - E-Z-GO
1390062	7/5/2013			Mexico	LET'S WORK		12	Textron Inc. - E-Z-GO
85/817089	1/7/2013	4383861	8/13/2013	United States of America	LET'S WORK		12	Textron Inc. - E-Z-GO
10585003	3/7/2012	10585003	6/7/2013	China (People's Republic)	LXI		12	Textron Inc. - E-Z-GO
11313211	11/1/2012	11313211	5/23/2013	European Community	PRO-FIT		07, 09, 11, 12	Textron Inc. - E-Z-GO
85/246634	2/18/2011	4321466	4/16/2013	United States of America	PRO-FIT		07, 12	Textron Inc. - E-Z-GO



Serial Number	Filing Date	Registration Number	Registration Date	Country	Mark	Type of Mark	IC	Owner
86/057983	9/6/2013			United States of America	CLASSIC XP		7	Textron Inc. - Jacobsen
86/023734	7/30/2013			United States of America	HAULER		12	Textron Inc. - Jacobsen
1640485	8/21/2013			Canada	HAULER		12	Textron Inc. - Jacobsen
12069928	8/15/2013			European Community	HAULER		12	Textron Inc. - Jacobsen
1405461	8/20/2013			Mexico	HAULER		12	Textron Inc. - Jacobsen
86/052837	8/30/2013	4491262	3/4/2014	United States of America	LF		7	Textron Inc. - Jacobsen
86/057442	9/6/2013	4498162	3/18/2014	United States of America	TRUESET		7	Textron Inc. - Jacobsen