

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326788

<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>
Bell Helicopter Rhode Island Inc.		04/01/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Textron Innovations Inc.		
<b>Street Address:</b>	41 Westminster		
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85496831	407GT	
<b>Serial Number:</b>	85776714	BELL	
<b>Serial Number:</b>	85776738	BELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2486410270		
<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>	agrubb@hdp.com		
<b>Correspondent Name:</b>	Lisabeth H. Coakley		
<b>Address Line 1:</b>	5445 Corporate Drive, Suite 200		
<b>Address Line 4:</b>	Troy, MICHIGAN 48098		
<b>ATTORNEY DOCKET NUMBER:</b>	31911-500091		
<b>NAME OF SUBMITTER:</b>	Lisabeth H. Coakley		
<b>SIGNATURE:</b>	/lhc/		
<b>DATE SIGNED:</b>	12/15/2014		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT

WHEREAS, Bell Helicopter 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

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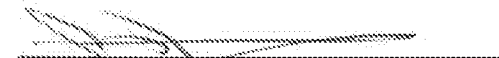
of origin created or acquired by Company on or before December 31, 2013 to Innovations, its successors, assigns, and legal representatives.

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

**Bell Helicopter 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**

2013 Bell TM Asgmt Schedule

Serial Number	Filing Date	Registration Number	Registration Date	Country	Mark	Type of Mark	IC	Owner
1456801	1/25/2010	TM9340933	1/22/2013	Canada	901			Textron Innovations Inc.
85498831	12/15/2011			United States of America	407GT		12	Bell Helicopter Textron Inc.
11588738	2/29/2013	11588738	7/17/2013	European Community	ARC HORIZON		09, 12	Bell Helicopter Textron Inc.
1616073	2/28/2013			Canada	ARC HORIZON			Bell Helicopter Textron Inc.
11588639	2/29/2013	11588639	7/17/2013	European Community	ARC HORIZON & Design		09, 12	Bell Helicopter Textron Inc.
1616074	2/28/2013			Canada	ARC HORIZON & Design			Bell Helicopter Textron Inc.
11805363	5/10/2013	11805363	10/9/2013	European Community	BELL		35, 36, 37	Bell Helicopter Textron Inc.
11805405	5/10/2013	11805405	10/9/2013	European Community	BELL		40, 41, 42	Bell Helicopter Textron Inc.
11307512B	5/10/2013	11307512B	11/21/2013	Singapore	BELL		35	Bell Helicopter Textron Inc.
11307513J	5/10/2013	11307513J	11/21/2013	Singapore	BELL		36	Bell Helicopter Textron Inc.
11307515G	5/10/2013	11307515G	11/9/2013	Singapore	BELL		37	Bell Helicopter Textron Inc.
11307519Z	5/10/2013	11307519Z	10/31/2013	Singapore	BELL		41	Bell Helicopter Textron Inc.
11307517C	5/10/2013	11307517C	11/8/2013	Singapore	BELL		40	Bell Helicopter Textron Inc.
840511639	5/10/2013			Brazil	BELL		36	Bell Helicopter Textron Inc.
840511647	5/10/2013			Brazil	BELL		37	Bell Helicopter Textron Inc.
1626319	5/10/2013			Canada	BELL		Serv	Bell Helicopter Textron Inc.
1626314	5/10/2013			Canada	BELL		Serv	Bell Helicopter Textron Inc.
1626319	5/10/2013			Canada	BELL		Serv	Bell Helicopter Textron Inc.
12560570	5/10/2013			China (People's Republic)	BELL		35	Bell Helicopter Textron Inc.
12560571	5/10/2013			China (People's Republic)	BELL		36	Bell Helicopter Textron Inc.
12560572	5/10/2013			China (People's Republic)	BELL		37	Bell Helicopter Textron Inc.
12560575	5/10/2013			China (People's Republic)	BELL		41	Bell Helicopter Textron Inc.
12560573	5/10/2013			China (People's Republic)	BELL		42	Bell Helicopter Textron Inc.
12560574	5/10/2013			China (People's Republic)	BELL		40	Bell Helicopter Textron Inc.
2528019	5/9/2013			India	BELL		35	Bell Helicopter Textron Inc.
2528828	5/10/2013			India	BELL		36	Bell Helicopter Textron Inc.

2013 Bell TM Assgmt Schedule

2528827	5/10/2013		India	BELL		36	Bell Helicopter Textron Inc.
2528821	5/9/2013		India	BELL		37	Bell Helicopter Textron Inc.
2528825	5/9/2013		India	BELL		41	Bell Helicopter Textron Inc.
2528829	5/10/2013		India	BELL		42	Bell Helicopter Textron Inc.
2528823	5/9/2013		India	BELL		40	Bell Helicopter Textron Inc.
T1307326B	5/10/2013		Singapore	BELL		42	Bell Helicopter Textron Inc.
857776714	11/12/2012		United States of America	BELL	Trademark	36	Bell Helicopter Textron Inc.
857776738	11/12/2012		United States of America	BELL	Trademark	41	Bell Helicopter Textron Inc.
2013044944	6/12/2013	5628733	Japan	BH & Design		12	Bell Helicopter Textron Inc.
2012078888	9/24/2012	5602050	Japan	ONA MISSION		37, 40	Bell Helicopter Textron Inc.
1541089	2/14/2013		Australia	SUPER MEDIUM		37, 40	Bell Helicopter Textron Inc.
201310541	2/18/2013		Japan	SUPER MEDIUM		37, 40	Bell Helicopter Textron Inc.
T1302494C	2/14/2013		Singapore	SUPER MEDIUM		37, 40	Bell Helicopter Textron Inc.