

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417468

<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.		01/25/2016	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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4832670	505	
<b>Serial Number:</b>	86202104	JRX	
<b>Serial Number:</b>	86202138	JRX	
<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>Phone:</b>	(248) 641-1600		
<b>Email:</b>	troymailroom@hdp.com, tjcomparoni@hdp.com		
<b>Correspondent Name:</b>	Lisabeth H. Coakley		
<b>Address Line 1:</b>	Harness, Dickey & Pierce, P.L.C.		
<b>Address Line 2:</b>	5445 Corporate Dr., Ste. 200		
<b>Address Line 4:</b>	Troy, MICHIGAN 48098		
<b>ATTORNEY DOCKET NUMBER:</b>	31911-500112		
<b>NAME OF SUBMITTER:</b>	Lisabeth H. Coakley		
<b>SIGNATURE:</b>	/lhc/		
<b>DATE SIGNED:</b>	02/27/2017		
<b>Total Attachments: 5</b>			

CH \$90.00 4832670

source=Assignment 2 - BHRI to TII#page1.tif  
source=Assignment 2 - BHRI to TII#page2.tif  
source=Assignment 2 - BHRI to TII#page3.tif  
source=Assignment 2 - BHRI to TII#page4.tif  
source=Assignment 2 - BHRI to TII#page5.tif

## 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, 2015, 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

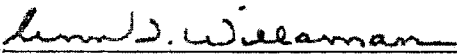
Company and Innovations hereby further agree, each for itself and its successors, assigns, and legal representatives, to execute upon request any other lawful documents and likewise to perform any other lawful acts that are necessary and useful to secure fully the aforesaid rights, titles, and interests 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, 2015 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 January 25, 2016.

**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**

2015 Bell TM Asgmt Schedule

Serial Number	Filing Date	Registration Number	Registration Date	Country	Mark	Type of Mark	IC	Owner
1436006033	1/5/2015			Saudi Arabia	BELL		12	Bell Helicopter Textron Inc.
201534808	4/22/2015			Turkey	BELL		12	Bell Helicopter Textron Inc.
17225126	6/17/2015			China (People's Republic)	JRX		12	Bell Helicopter Textron Inc.
17225127	6/17/2015			China (People's Republic)	JET RANGER X		12	Bell Helicopter Textron Inc.
17225128	6/17/2015			China (People's Republic)	BELL 505 (Stylized)		12	Bell Helicopter Textron Inc.
17225129	6/17/2015			China (People's Republic)	JRX & Design		12	Bell Helicopter Textron Inc.
243296	11/9/2015			United Arab Emirates	407		12	Bell Helicopter Textron Inc.
280268	11/26/2015			Israel	V-22		12	Bell Helicopter Textron Inc.
1737471	11/26/2015			Australia	429		12	Bell Helicopter Textron Inc.
2015116816	11/27/2015			Japan	412		12	Bell Helicopter Textron Inc.
2015116817	11/27/2015			Japan	V-22		12	Bell Helicopter Textron Inc.
201599274	12/3/2015			Turkey	429		12	Bell Helicopter Textron Inc.
	12/17/2015			China (People's Republic)	BELL (Stylized)		12, 35, 41	Bell Helicopter Textron Inc.
	12/17/2015			China (People's Republic)	BELL (Stylized)		12	Bell Helicopter Textron Inc.
2015742280	12/23/2015			Russian Federation	BELL 429		12	Bell Helicopter Textron Inc.
86/202085	2/24/2014	4832670	13-Oct-2015	United States of America	505		12	Bell Helicopter Textron Inc.
86/202104	2/24/2014	4846770	3-Nov-2015	United States of America	JRX		12	Bell Helicopter Textron Inc.
86/202138	2/24/2014	4846771	3-Nov-2015	United States of America	JRX & Design		12	Bell Helicopter Textron Inc.

**Exhibit B**

**RETAINED INTERESTS**