

04-06-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇐ ⇐ ⇐



102714197

EET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

2004 APR 22 PM 3:22

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties: **Textron Systems Corporation**
 Individual(s)  Association
 General Partnership  Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party:
Name: **Textron Systems Rhode Island (2001) Inc.**
Internal Address:
Address:
Street Address: **40 Westminster Street**
City: **Providence** State: **RI** Zip: **02903**
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:
 Assignment  Merger
 Security Agreement  Change of Name
 Other
Execution Date: **November 1, 2002**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration Nos. **2,643,300**
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved:.....**1**
7. Total fee (37 CFR 3.41) .....**\$40.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: **20-0531**
(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Trademark Administrator**
Internal Address: **TESTA, HURWITZ & THIBEAULT, LLP**
Street Address: **High Street Tower, 125 High Street**
City: **Boston** State: **MA** Zip: **02110**

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
**Brian M. Gaff, Esq. (Reg. No. 44,691)**
Name of Person Signing
Signature
Date **31-Mar-04**

Total number of pages including cover sheet, attachments, and document: 3

04/05/2004 LHWELLER 00000039 200531 2643300
01 FC:8521 40.00 BA

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

GARFBM8063V4.3026267\_1

TRADEMARK
REEL: 002943 FRAME: 0167

## ASSIGNMENT

WHEREAS, Textron Systems Corporation, a Delaware corporation (hereinafter "Textron Systems"), has adopted, used and is using the trademarks described herein, along with the goodwill of Textron Systems' business symbolized thereby, and is the owner of all right, title, and interest in and to the trademarks described herein, including any and all United States, state or foreign registrations issued, applications filed, common-law rights related to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto;

WHEREAS, Textron Systems desires to transfer all of its right, title, and interest in and to such trademarks, along with the goodwill of the business symbolized by and associated with such trademarks, to Textron Systems Rhode Island (2001) Inc., a Delaware corporation (hereinafter "Textron Systems 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 (the "Code");

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  
TEXTRON SYSTEMS TO TEXTRON SYSTEMS RHODE ISLAND**

Textron Systems has assigned, and transferred, and by these presents, Textron Systems hereby does assign, transfer, and deliver to Textron Systems Rhode Island, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Textron Systems may have in and to: (i) the trademarks listed in Exhibit A, and any United States, state or foreign registrations of such trademarks, applications filed, common-law rights related to said trademarks, rights to obtain renewals and all other legal protections pertaining thereto; and (ii) the goodwill of Textron Systems' business symbolized by and associated with the trademarks listed in Exhibit A.

2. **FURTHER ASSURANCES**

Textron Systems and Textron Systems 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 to secure fully the aforesaid rights, titles, and interests in and to said trademarks listed in Exhibit A to Textron Systems 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 November 1, 2002.

**Textron Systems Corporation**

By:   
Name: Arnold M. Friedman  
Title: Vice President

**Textron Systems Rhode Island (2001) Inc.**

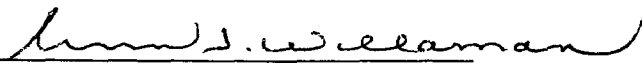
By:   
Name: Ann T. Willaman  
Title: Vice President and Secretary

EXHIBIT A

Serial Number	Date Filed	Registration Number	Country	Registration Date	Mark	Type of Mark	IC	Owner
75/678,422	4/9/99	2643300	US	10/29/02	Striving to be the very best 10X	SM	41	Textron Systems