TO: Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☐ New

☐ Resubmission (Non-Recordation)

Document ID:

☐ Correction of PTO Error

Reel #: Frame #

Corrective Document

Reel #: Frame #

Conveyance Type

☐ Assignment

☐ License

☐ Merger

☐ Change of Name

☐ Security Agreement

U.S. Government

(For use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

Conveying Parties

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

04/01/01

04/01/01

04/01/01

Receiving Party

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

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Mail documents to be recorded with required cover sheet(s) information to:

Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 015156 FRAME: 0974
Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name: Patent Administrator
Address (line 1): Testa, Hurwitz & Thibault, LLP
Address (line 2): High Street Tower
Address (line 3): 125 High Street
Address (line 4): Boston, MA 02110

Pages: Enter the total number of pages of the attached conveyance document including any attachments. 4 pages

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

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Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

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Number of Properties: Enter the total number of properties involved. # 5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 200.00

Method of Payment: Enclosed ☐ Deposit Account ☒

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number: # 20-0531

Authorization to charge additional fees: Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Brian M. Gaff, Esq. (Reg. No. 44,691) Name of Person Signing

Signature 31-MAY-04 Date

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PATENT
REEL: 015156 FRAME: 0975
ASSIGNMENT

WHEREAS, Elco Textron Inc. (hereinafter "Elco"), a corporation organized and existing under the laws of Delaware, is the owner of all right, title, and interest in and to certain intellectual property described herein;

WHEREAS, Elco desires to transfer all of its right, title, and interest in and to such intellectual property to Elco Thermoplastics Inc., an Indiana corporation, (hereinafter "Elco Thermoplastics");

WHEREAS, Elco Thermoplastics is the owner of all right, title, and interest in and to certain additional intellectual property described herein;

WHEREAS, Elco Thermoplastics desires to transfer all of its right, title, and interest in and to all such intellectual property to Elco Michigan Inc., a Delaware corporation, (hereinafter "Elco Michigan");

WHEREAS, Elco Michigan desires to transfer all of its right, title, and interest in such intellectual property so acquired to Textron IPMP L.P., a Delaware limited partnership having a principal place of business at 840 West Long Lake Road, Suite 450, Troy, Michigan 48098 (hereinafter "IPMP");

WHEREAS, Elco Michigan has been organized for the purpose of facilitating Elco’s and Elco Thermoplastics’s investment in IPMP, which manages certain domestic intellectual property for the Textron group of affiliates;

WHEREAS, all transfers of intellectual property pursuant to this Assignment are intended to be transfers pursuant to either Section 351 or Section 721 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 INTELLECTUAL PROPERTY RIGHTS BY ELCO TO ELCO THERMOPLASTICS

Elco has assigned, and transferred, and by these presents, Elco hereby does assign, transfer, and deliver to Elco Thermoplastics, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Elco may have in and to: (i) the inventions described in the United States and foreign patents and patent applications listed in Exhibit A, and any continuations, continuations-in-part and divisionals of such patent applications or patents, and all foreign counterparts, and reissues, reexaminations, and extensions thereof; (ii) all copyrighted materials, including software, used or useful in the business conducted by Elco; and (iii) all know-how, trade secrets, or confidential information used or useful in the business conducted by Elco, including all software and all technical data, trade secrets, algorithms, formulae, procedures, protocols, rules of thumb, techniques and results of experimentation and testing, and all information contained in any patent application; and (iv) any and all other intellectual property rights in materials or information used or useful in the business conducted by Elco, but excluding any rights that may exist in any trade names, trademarks, or service marks or other designations of origin (hereinafter, all of the intellectual property listed in (i) through (iv) above, shall be referred to as the "Elco Intellectual Property").
2. THE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS BY ELCO THERMOPLASTICS TO ELCO MICHIGAN

Elco Thermoplastics has assigned, and transferred, and by these presents, Elco Thermoplastics hereby does assign, transfer, and deliver to Elco Michigan, its successors, assigns and legal representatives the whole of any and whatever right, title, and interest Elco Thermoplastics may have in and to: (i) the inventions described in the United States and foreign patents, patent applications, and invention disclosures listed in Exhibit B, and any continuations, continuations-in-part and divisionals of such patent applications or patents, and all foreign counterparts, and reissues, reexaminations and extensions thereof; (ii) all copyrighted materials, including software, used or useful in the business conducted by Elco Thermoplastics; and (iii) all know-how, trade secrets or confidential information used or useful in the business conducted by Elco Thermoplastics, including all software and all technical data, trade secrets, algorithms, formulae, procedures, protocols, rules of thumb, techniques and results of experimentation and testing, and all information contained in any invention disclosure and/or patent application; and (iv) any and all other intellectual property rights in materials or information used or useful in the business conducted by Elco Thermoplastics, but excluding any rights that may exist in any trade names, trademarks or service marks (hereinafter, all of the intellectual property listed in (i) through (iv) above, shall be referred to as the “Elco Thermoplastics Intellectual Property”).

In addition to the Elco Thermoplastics Intellectual Property, Elco Thermoplastics has assigned, and transferred, and by these presents, Elco Thermoplastics hereby does assign, transfer, and deliver to Elco Michigan, its successors, assigns and legal representatives the whole of any and whatever right, title, and interest Elco Thermoplastics received in and to the Elco Intellectual Property pursuant to the assignment set forth in paragraph 1 above (hereinafter, the Elco Intellectual Property together with the Elco Thermoplastics Intellectual Property shall be referred to as “the Intellectual Property”).

3. THE ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS BY ELCO MICHIGAN TO IPMP

Elco Michigan has assigned, and transferred, and by these presents, Elco Michigan hereby does assign, transfer, and deliver to IPMP, its successors, assigns, and legal representatives the whole of any and whatever right, title, and interest Elco Michigan may have in and to the Intellectual Property.

4. FURTHER ASSURANCES

Elco, Elco Thermoplastics and Elco Michigan 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 Intellectual Property to IPMP, its successors, assigns, and legal representatives.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered as of April 1, 2001.

Elco Textron Inc.

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

Elco Thermoplastics Inc.

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

Elco Michigan Inc.

By:  
Name: John R. Clark  
Title: President

Textron IPMP L.P.

By: Textron IPMP Inc.  
Its General Partner

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

**RECORDED: 04/02/2004**