

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the previous version of this assignment that erroneously included Cushman Rhode Island Inc. as an intermediary party previously recorded on Reel 003742 Frame 0001. Assignor(s) hereby confirms the assignment of the referenced marks and registrations directly from Cushman Inc. to Textron Innovations Inc..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cushman Inc.		01/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Textron Innovations Inc.
Street Address:	40 Westminster Street
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0594814	CUSHMAN
Registration Number:	1077260	GREENSAIRE
Registration Number:	1340567	CUSHMAN
Registration Number:	1415757	TURF-TRUCKSTER
Registration Number:	2963650	CUSHMAN

CORRESPONDENCE DATA

Fax Number: (248)641-0270
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 248-641-1600
 Email: docketingtm@hdp.com
 Correspondent Name: Garrett C. Donley
 Address Line 1: 5445 Corporate Drive, Suite 200
 Address Line 2: Harness, Dickey & Pierce, P.L.C.

900173445

**TRADEMARK
 REEL: 004292 FRAME: 0559**

CH \$140.00 0594814

Address Line 4: Troy, MICHIGAN 48098

ATTORNEY DOCKET NUMBER: 31911-500017

NAME OF SUBMITTER: Garrett C. Donley

Signature: /Garrett C. Donley/

Date: 10/07/2010

Total Attachments: 17

source=Cushman - 01.31.08 - TM Assignment REVISED#page1.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page2.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page3.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page4.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page5.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page6.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page7.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page8.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page9.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page10.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page11.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page12.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page13.tif
source=Cushman - 01.31.08 - TM Assignment REVISED#page14.tif
source=Cushman - 01.31.08 - Cover Sheet from 1st Recordal#page1.tif
source=Cushman - 01.31.08 - Cover Sheet from 1st Recordal#page2.tif
source=Cushman - 01.31.08 - Cover Sheet from 1st Recordal#page3.tif

ASSIGNMENT

WHEREAS, Cushman 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, Company desires this assignment to withdraw and replace the previous assignment executed on January 31, 2008 from Company to Cushman Rhode Island Inc.

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 January 31, 2008, 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

OHS West:260334257.2

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 of origin created or acquired by Company on or before January 31, 2008 to Innovations, its successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have caused this ASSIGNMENT to be duly executed and delivered nunc pro tunc effective as of January 31, 2008.

Cushman Inc.

By: 
Name: Ann T. Willaman
Title: Secretary

Textron Innovations Inc.

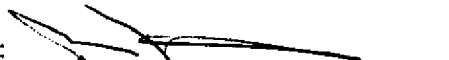
By: 
Name: James Runstadler
Title: Vice President - Licensing

Exhibit A

TRADEMARKS

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
76/543183	8/26/2003	2963650	USA	6/28/2005	CUSHMAN	TM	Cushman Inc.	Registered
73/500527	9/21/1984	1340567	USA	6/11/1985	CUSHMAN	TM	Cushman Inc.	Registered
71/655409	10/27/1953	0594814	USA	9/7/1954	Cushman & Design	TM	Cushman Inc.	Registered
73095307	8/2/1976	1077260	USA	11/15/1977	GREENSAIRE	TM	Cushman Inc.	Registered
73/569758	11/21/1985	1415757	USA	11/4/1986	TURF-TRUCKSTER	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
778179	5/30/1958	778179	United Kingdom	5/30/1958	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
822/58	3/10/1958	87499	Sweden	7/10/1959	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
	4/28/1958	T5823359B	Singapore	4/28/1958	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
32389	10/9/1987	342557	Mexico	2/9/1988	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
M29925	4/30/1958	M029925B	Malaysia	4/30/1958	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
8996/1958	4/7/1958	0531169	Japan	12/10/1958	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
DP9990723	7/4/1990	260834	Indonesia	7/4/1990	CUSHMAN	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
1328518	12/7/2006		Canada		CUSHMAN	TM	Cushman Inc.	Pending
369768	11/13/1973	TMA202634	Canada	10/25/1974	TRUCKSTER	TM	Cushman Inc.	Registered

Serial Number	Date Filed	Registration No.	Country	Registration Date	Mark	Type of Mark	OWNER	Status (Pending, Registered, Expired)
135972	3/5/1958	188785	Australia	7/8/1964	CUSHMAN	TM	Cushman Inc.	Registered

Exhibit B

RETAINED INTERESTS

