

## **CONSENT TO REGISTRATION AND USE AGREEMENT BY RELATED ENTITIES**

This Consent to Registration and Use Agreement ("Agreement") is entered into by and between Textron Innovations Inc. ("TII"), a Delaware corporation having a principal place of business at 40 Westminster, Providence, Rhode Island 02903 and Bell Helicopter Textron Inc. ("BHTI"), a Delaware corporation having a principal place of business at P.O. Box 482, Fort Worth, Texas 76101.

### **Background**

TII is the owner of United States Registration Nos. 0937437, 2,883,983, 3,123,717, 3,141,636, 3,141,642, 3,205,268, 3,217,097, 3,219,527, 3,221,574, 3,221,577, 3,271,660, 3,287,862, 3,301,792, 3,301,795, 3,339,330, 4,476,030, 4,482,293, 4,556,721, 4,625,475, 4,625,476, 4,641,726, 5,301,790, 5,338,836, *as well as various other registrations incorporating the BELL mark* ("TII Registrations");

BHTI filed four (4) multi-class trademark applications with the United States Patent and Trademark Office on February 21, 2018, February 22, 2018 and February 28, 2018 seeking to register BELL and marks incorporating BELL, for various goods and services; these applications were assigned Serial Nos. 87/805,298, 87/805,337, 87/806,932 and 87/814,105 ("BHTI Applications");

TII and BHTI are related entities and are commonly owned by Textron Inc. ("Textron"), a Delaware corporation having a principal place of business at 40 Westminster, Providence, Rhode Island 02903;

In office actions issued in the BHTI Applications, various TII Registrations were cited as a bar to registration under Section 2(d);

TII is an intellectual property holding company that manages trademarks owned by Textron, among other duties;

Consistent with prior practices, the parties have a bona-fide intent to assign trademark registrations issued in the name of BHTI to TII, along with all the goodwill associated with the marks, at a time in the future that is appropriate to the business of Textron, BHTI, and TII;

Consistent with prior practices, TII has a bona-fide intent to grant a license to BHTI for the use of the marks and registrations to be assigned from BHTI to TII; and

For various business reasons, assigning the applied for mark to TII is not appropriate at this time.

**Agreement of the Parties**


In consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties state and agree as follows:


1. TII and BHTI agree there is no likelihood of confusion or conflict between the trademarks described herein.
2. TII consents to the use and registration by BHTI of the trademarks depicted in the BHTI applications.
3. This Agreement shall be binding upon the parties' successors in interest, assignees, and licensees.
4. This Agreement may be executed in multiple copies, and any originally executed copy shall be considered an original document.

The parties have executed this Agreement on the day and year written below.

**TEXTRON INNOVATIONS INC.**

**BELL HELICOPTER TEXTRON INC.**

By:   
Name: James Duvall  
Title: President  
Date: April 2, 2019

By:   
Name: RUS HOLLOWAY  
Title: ASSISTANT SECRETARY  
Date: MARCH 29, 2019