

NOTIFICATION FORM COVER SHEET TRADEMARKS ONLY



102228584

and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
AEROGROUP INTERNATIONAL, INC.
9-17-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State NEW JERSEY
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: AEROGROUP INTERNATIONAL HOLDINGS, INC.
Internal Address: _____
Street Address: 201 MEADOW ROAD
City: EDISON State: N.J. ZIP: 08817

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DELAWARE
 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: SEPTEMBER 9, 2002

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
SEE ATTACHED LIST

B. Trademark Registration No.(s)
SEE ATTACHED LIST

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: GEOFFREY I. LANDAU
Internal Address: _____
Street Address: LACKENBACH SIEGEL
P.O. Box 416
City: SCARSDALE State: NY ZIP: 10583

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 440.00
 Enclosed
 Authorized to be charged to deposit account

Please charge any additional fees due, or credit any over payment to:

8. Deposit account number: _____
10-0100
(Attach duplicate copy of this page if paying by deposit account)

FINANCE SECTION
SEP 17 AM 11:58
RECORDED 7

09/20/2002 00000046 2062730 DO NOT USE THIS SPACE

01 PCT481 40.00 00
02 FID488 statement and signature. 400.00 00

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.

GEOFFREY I. LANDAU
Name of Person Signing

[Signature]
Signature

9/11/02
Date

Total number of pages including cover sheet, attachments, and document: **6**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Registration No.
1-800-79TWIST		2,062,730
AEROSOLE		2,078,534
AEROSOLES		2,190,880
AEROSOLES & Design		1,756,927
AEROSOLES & Design		2,190,746
Shoe Sole Design		1,953,875
THEY'RE NOT JUST SHOES, THEY'RE AEROSOLES		2,144,257
TWIST & SHOUT FOREVER		2,052,137
Twisted Shoe Design		2,064,613
Twisted Shoe Design		2,116,138
WHAT'S WHAT		2,055,618
WHAT'S WHAT & Design		2,069,963
A2 & Design	76/368,902	
AEROLOGY	76/122,939	
AEROSOLES (stylized)	76/081,647	
AEROSOLES (stylized)	76/368,901	
WHAT'S WHAT	76/219,942	

ASSIGNMENT

WHEREAS, AEROGROUP INTERNATIONAL, INC., a New Jersey corporation with offices at 201 Meadow Road, Edison, NJ 08817 (hereinafter referred to as "ASSIGNOR"), is the owner of all right, title and interest in and to the trademarks listed in the annexed Schedule, which have been filed and/or registered as set forth therein (hereinafter referred to as the "Marks");

WHEREAS, AEROGROUP INTERNATIONAL HOLDINGS, INC., a Delaware corporation with offices at 201 Meadow Road, Edison, NJ 08817 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the aforesaid Marks, together with the goodwill of the business symbolized thereby;

WHEREAS, by agreement ASSIGNEE received the entire right, title, and interest in and to the aforesaid Marks, together with the goodwill of the business symbolized thereby; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation memorializing title in and to the aforesaid Marks in the name of ASSIGNEE.

NOW, THEREFORE, for good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR does hereby sell, assign, and transfer unto said ASSIGNEE all rights, title and interest in and to said Marks in the United States, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefore, and any and all renewals thereof for the Marks, together with the goodwill of the business symbolized thereby, and further including, without limitation, all claims for damages by reason of past infringement

and the right to sue for and the right to collect the same for its own use, and for the use of its successors, assigns, or legal representatives and the right to defend the Marks and the applications and registrations thereof.

ASSIGNOR represents that: (i) it is the owner of all rights, title, and interests in and to the Marks; (ii) and that it has the authority to make this Assignment; (iii) there are no current or effective licenses or assignments of or relating to the Marks; and (iv) it knows of no other person or entity which has the right to use, or has made any claim pertaining to the right to use the Marks.

ASSIGNOR warrants that: it shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Marks or ASSIGNEE's ownership thereof.

ASSIGNOR expressly agrees to execute, acknowledge, and deliver such documents and other instruments as may be requested by ASSIGNEE to evidence or effectuate the sale, assignment, transfer, conveyance and delivery of the Marks to ASSIGNEE.

ASSIGNOR: AEROGROUP INTERNATIONAL, INC.

BY: 

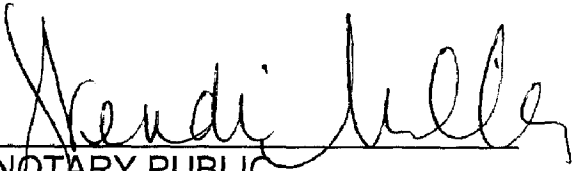
NAME: Richard J. Morris

TITLE: Executive Vice President

DATE: SEPTEMBER 9, 2002

STATE OF NEW JERSEY)
) ss.
COUNTY OF MIDDLESEX)

On this ^{9th} day of September, 2002, before me personally came Richard J. Morris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and being by me duly sworn, did depose and say that he is the Executive Vice President of ASSIGNOR, AEROGROUP INTERNATIONAL, INC., the corporation described in and which executed the within instrument, and that (s)he executed the same in such capacity, and that by such signature on the within instrument, AEROGROUP INTERNATIONAL, INC. duly executed this ASSIGNMENT.



NOTARY PUBLIC

WENDI MILLER
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/31/2006

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