

# TRADEMARKS ONLY

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

1. Name of conveying party(ies):

AEROGROUP INTERNATIONAL, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: JULY 2, 2003

2. Name and address of receiving party(ies)

Name: Aerogroup International Holdings, Inc.

Internal Address: \_\_\_\_\_

Street Address: 201 Meadow Road

City: Edison State: NJ 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

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

A. Trademark Application No.(s)

76-154,574

B. Trademark Registration No.(s)

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: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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)

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.

GEOFFREY I. LANDAU

Name of Person Signing

Signature

7/3/03

Date

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

CIH \$40.00 100100 76164674

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(# 5957)

## ASSIGNMENT

WHEREAS, **AEROGROUP INTERNATIONAL, INC.**, a New Jersey corporation with offices at 201 Meadow Road, Edison, New Jersey 08817, was the owner of all right, title and interest in and to the below listed trademark which has been filed and/or registered at the United States Patent and Trademark Office, particulars of which are as follows:

<u>Trademark</u>	<u>Serial No.</u>
A and Design	76-154,574

(hereinafter referred to as the "Mark");

WHEREAS, **AEROGROUP INTERNATIONAL HOLDINGS, INC.**, a Delaware corporation with offices at 201 Meadow Road, Edison, New Jersey 08817, was desirous of acquiring the aforesaid Mark, together with the goodwill of the business symbolized by the Mark;

WHEREAS, by agreement **AEROGROUP INTERNATIONAL HOLDINGS, INC.** received the entire right, title, and interest in and to the aforesaid Mark, together with the goodwill of the business symbolized thereby; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation at the United States Patent and Trademark Office recording title in and to the aforesaid Mark in the name of **AEROGROUP INTERNATIONAL HOLDINGS, INC.**

NOW, THEREFORE, for and in consideration of good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, said **AEROGROUP INTERNATIONAL, INC.** hereby acknowledges and confirms its prior said transfer, and does hereby sell, assign, and transfer unto said **AEROGROUP INTERNATIONAL HOLDINGS, INC.** all rights, title and interest in and to said Mark, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefor, and any and all renewals thereof for the Mark, 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 behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Marks and the applications and registrations thereof.

**AEROGROUP INTERNATIONAL, INC.** REPRESENTS AND WARRANTS that it has the full right, power and authority to make this assignment, and that it has not granted and will not grant any assignment or other encumbrance of the Mark to any third party.

**AEROGROUP INTERNATIONAL, INC.**

BY: 

NAME: PATRICE F. COHEN

TITLE: SENIOR VP - BUSINESS AFFAIRS

DATE: 2 JULY, 2003

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