

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diamonair, Inc.		01/30/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Diamonair USA, Inc.
Street Address:	2 Cranberry Road
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2345366	DIAMONAIR
Registration Number:	2321336	DRI
Registration Number:	1266279	LAPORA

CORRESPONDENCE DATA	
Fax Number:	(973)535-0599
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	aarentowicz@connellfoley.com
Correspondent Name:	Amy M. Arentowicz, Esq.
Address Line 1:	Connell Foley LLP / 85 Livingston Ave
Address Line 4:	Roseland, NEW JERSEY 07068

NAME OF SUBMITTER:	Amy M Arentowicz, Esq.
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OP \$90.00 2345366

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of January 30, 2004, is made by DIAMONAIR, INC., a New Jersey corporation. ("Diamonair") in favor of DIAMONAIR USA, INC., a New Jersey corporation ("Buyer"),

WITNESSETH:

WHEREAS, Diamonair has agreed to sell, convey, transfer and assign all of the trademarks and registration applications (collectively, the "Marks") used or held for use by Diamonair; and

WHEREAS, Buyer desires to acquire the Marks as such Marks are identified specifically on Exhibit A attached hereto ("Exhibit A"); and

WHEREAS, Diamonair is the owner of record of the Marks set forth on Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Diamonair hereby sells, conveys, transfers, assigns, and sets over to Buyer, its successors and assigns, all right, title and interest in and to the Marks identified on Exhibit A, together with the goodwill of the Business with which such Marks are used or registered, and together with any and all claims, demands or rights of action that Diamonair has or might have by reason of any infringement upon the Marks prior to the date of this Agreement, together with the right to prosecute such claims, demands or rights of action, and to retain any recovery obtained thereby, TO HAVE AND TO HOLD FOREVER.

2. Further Assurances. Diamonair agrees that it shall execute and deliver such further instruments of conveyance, transfer, and assignment and take such other actions reasonably requested by Buyer in order to more effectively, assign, transfer, and convey to Buyer the Marks.

3. Representations. This Assignment is made without any representation or warranty.

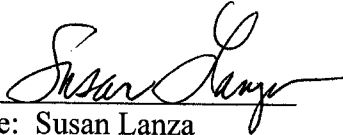
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. Without regard to the principles of conflicts of laws, the internal laws of the State of New Jersey shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

SIGNATURE TO FOLLOW

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date first written above.


DIAMONAIR, INC.

By: 
Name: Susan Lanza
Title: Vice President of Operations

STATE OF NEW JERSEY)

COUNTY OF ESSEX)

Before me the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of January 2004, personally appeared Susan Lanza to me known personally, and who being by me duly sworn, deposes and says that she is Vice President of Operations of DIAMONAIR, INC. and that said instrument was signed and sealed on behalf of DIAMONAIR, INC. by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.



John D. Cromie, Esq.
Attorney at Law State of New Jersey

Exhibit A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
DIAMONAIR	2345366	April 25, 2000	USA
DIAMONAIR	173028	November 27, 1970	Canada
DMR	178077	November 3, 1971	Canada
DRI	2321336	February 22, 2000	USA
Lapora*	1266279	February 7, 1984	USA

*Correct Recordation sheet to indicate Assignment from Liffon Systems, Inc. to Diamonair, Inc.