

TRADEMARKS ONLY**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT : Kathabar Inc.
MARK : **KATHENE (+ 4 others)**
REG. NO. : 335,530 (+ 4 others)
REG. DATE : June 9, 1936 (+ 4 others)
ATTORNEY DOCKET NO. : SOMZ 0 00154

ASSIGNMENT RECORDATION FORM COVER SHEET

MAIL STOP ASSIGNMENT RECORDATION SERVICES
Commissioner of Patents and Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of Party(ies) conveying an interest:

Kathabar Inc.

(See Reel 1414, Frame 0908 --
October 30, 1995)

2. Name and address of Party(ies) receiving an interest:

Ross Air Systems, Inc.
370 Campus Drive
Somerset, NJ 08873

Description of the interest conveyed:

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

Execution Date: October 31, 2003

3. If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s) B. Registration No.(s)

_____ 335,530 (+ 4 others) (See Schedule A)

4. Name and address of Party to whom correspondence concerning this document should be mailed:

James W. McKee, Esq.
 Fay, Sharpe, Fagan, Minnich & McKee, LLP
 1100 Superior Avenue
 Seventh Floor
 Cleveland, OH 44114-2579

5. Five (5) trademark registrations are involved.

6. Amount of fee enclosed: _____

7. The Commissioner is hereby authorized to charge Deposit Account Number 06-0308 for the \$140.00 recordation fee.

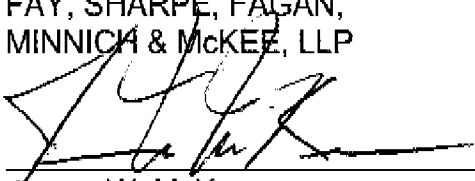
8. Please charge any additional fees to Deposit Account No. 06-0308.

9. 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.

10. Total number of pages including cover sheet, attachments and documents: 6.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP



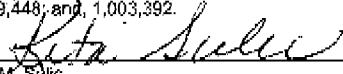
James W. McKee
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2579
216-861-5582

11-3-04

Date

CERTIFICATE OF FACSIMILE

I hereby certify that ASSIGNMENT RECORDATION COVER SHEET w/accompanying Assignment and Schedule A is being facsimile transmitted to the U.S. Patent and Trademark Office, Fax No. 1-703-306-5995, on November 3, 2004 in connection with U.S. Trademark Reg. Nos. 335,530; 333,746; 839,983; 2,209,448; and, 1,003,392.



Rita M. Sulic

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SCHEDULE A
to
Assignment of Trademarks and Servicemarks

U.S. Trademark Registrations

TRADEMARK	REGISTRATION NO	REGISTRATION DATE
KATHENE	335,530	06/09/36
KATHABAR	333,746	04/07/36
SPRAY-CEL	839,983	12/05/67
WHEELAIR	2,209,448	12/08/98
TWIN-CEL	1,003,392	01/28/75

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of October 31, 2003, 2003, by Kathabar, Inc. a Delaware corporation with its principal place of business at 370 CAMPUS DRIVE SOMERSET - NJ ("Assignor"), to Ross Air Systems, Inc., a Delaware corporation with its principal place of business at SAME ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of October 31, 2003 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Asset Purchase Agreement), including without limitation the service marks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

Kathabar, Inc.

By: Francis P. Deury
Name: FRANCIS T. DEURY
Title: PRESIDENT

[SEAL]

State of New Jersey)
County of Somerset) ss.:

On this 31st day of October, 2003, before me, _____, personally appeared Francis P. Deury, _____ of Kathabar, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Josephine Bracki Abernathy
Notary Public

My Commission Expires 9/16/2006