

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVIREX LTD.		11/30/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	THE COCKPIT USA LLC		
Street Address:	C/O UNITED CORP SERVICES, 874 WALKER RD, SUITE C		
City:	DOVER		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78521982	THE COCKPIT	
CORRESPONDENCE DATA			
Fax Number:	(212)557-1475		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2126877070		
Email:	ERAND@RANDROSE.COM		
Correspondent Name:	E. COOKE RAND		
Address Line 1:	800 THIRD AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	E. COOKE RAND		
Signature:	/E. COOKE RAND/		
Date:	04/03/2006		

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Total Attachments: 2
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ASSIGNMENT OF TRADEMARKS

This Trademark Assignment (the "Assignment") is made as of the 30th day of November, 2005 by and between AVIREX LTD., a New York corporation with offices at 15 West 39th Street, New York 10018 ("Assignor"), and THE COCKPIT USA LLC, a Delaware limited liability company with offices c/o United Corporate Services Inc., 874 Walker Road, Suite C, Dover, DE 19904 ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark and servicemark registrations and applications to register trademarks and servicemarks set forth on Schedule A hereto (collectively, the "Trademarks"), together with the good will of the business associated therewith and which is symbolized thereby.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured.
2. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.
4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, its successors and assigns.

AVIREX LTD. (Assignor)

By: 

Name:

Title:

BENJAMIN M. CLYMAN
PRESIDENT

SCHEDULE A

Registered Trademarks and Servicemarks

<u>Trademark or Servicemark</u>	<u>Registration Number</u>
THE COCKPIT	2199124
THE COCKPIT	3041416

Pending Trademark or Servicemark Applications

<u>Trademark or Servicemark</u>	<u>Application Number</u>
THE COCKPIT	78521982