

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

A & E Products Group LP
104 Carnegie Center Drive, Suite, 301

Princeton, NJ

USA

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: New Jersey
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GHA Brands Ltd

Internal

Address: _____

Street Address: Lot 04-05, 4th Floor

City: Lucas Kong Building, No. 5 Jalan Merdeka

State: Labuan

Country: Malaysia Zip: 87007

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Malaysia
 Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 29, 2006

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,287,768 1,971,161, 1,531,002, 2,398,398

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jack Schwartz

Internal Address: 1350 Broadway, Suite 1510

Street Address: _____

City: New York

State: NY Zip: 10018

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

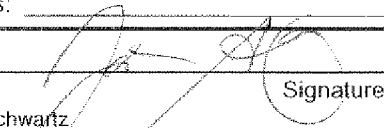
8. Payment Information:

a. Credit Card Last 4 Numbers 2006
Expiration Date 11/09

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

December 13, 2006

Date

Jack Schwartz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$115.00 2287768

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated June 29, 2006, is entered into by and between A&E PRODUCTS GROUP LP, [a Delaware limited partnership] (hereinafter "Assignor"), the full address of whose principal office or place of business is 104 Carnegie Center Drive, Suite 301, Princeton, NJ and GHA Brands Ltd., a incorporated in Malaysia (hereinafter "Assignee"), the full post office address of whose principal office or place of business is LOT 04-05, 4th Floor, Lucas Kong Building, No 5 Jalan Merdeka, 87007 Labuan, Malaysia.

WHEREAS, Assignor is the owner of the trademarks and trademark applications listed on the attached Schedule A;

WHEREAS, Assignee and Tyco Group S.a.r.l., a Luxembourg company, and Tyco Kappa Ltd., a Bermuda company (together, the "Sellers"), amongst others, entered into that certain Stock Purchase Agreement, dated March 22, 2006 (the "Agreement"), pursuant to which the Sellers agreed to cause Assignor to sell, convey, assign and transfer to Assignee, all of Assignor's right, title and interest in certain assets, including without limitation the trademarks and trademark applications listed on Schedule A;

AND WHEREAS, Assignee is desirous of purchasing, acquiring, and accepting all right, title and interest in and to the Trademarks (defined below) and all goodwill of the business attached thereto;

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by the Assignee to the Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, convey, assign and transfer to said Assignee, its successors and assigns, and Assignee does hereby purchase, acquire and accept, all right, title and interest in and to the trademarks and trademark applications identified on Schedule A, including any applications, registrations and common law marks relating thereto (the "Trademarks"), for all countries, jurisdictions, and political entities of the world, whether or not registered, together with the goodwill of the business attaching to said Trademarks, all rights to sue

and recover for past, present and future infringement or other violation of the said Trademarks, all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, and all other claims, causes of action, defenses and rights of offset or counterclaim (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, contingent or noncontingent) relating to said Trademarks;

Assignor authorizes and requests the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Trademarks; (including without limitation those listed on Schedule A), as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors and assigns;

Assignor shall from time to time, at the reasonable request of Assignee and without further cost or expense to Assignee, execute and deliver, or cause to be executed and delivered, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to more effectively consummate the transactions contemplated by this Assignment and to vest in Assignee good and marketable title to the Trademarks, including, without limitation, executing, filing, and recording, with all appropriate intellectual property registration authorities and other relevant entities, all assignment instruments and other filings that are necessary to correctly record the prior chain of title with respect to ownership of the Trademarks, or, in the alternative, providing Assignee all documents necessary for Assignee to correctly record such assignment instruments or other filings.

IN THE EVENT of any conflict between this Assignment and the Agreement, the Agreement will control. Nothing in this assignment should be deemed to amend or modify in any way any of the terms and conditions of the Agreement or any rights or obligations of the parties thereto.

IN WITNESS WHEREOF, said Assignor has caused this Assignment to be executed under the hands of its duly authorized officers, in the City of Princeton, New Jersey, as of the date first written above:

Assignor: A&E PRODUCTS GROUP LP

Signature: Mark P. Armstrong

Date: JUNE 29, 2006

Name: MARK P. ARMSTRONG

Title: AUTHORIZED REPRESENTATIVE

The above signature was notarized (U.S. only) or witnessed as follows:

Witness Signature: _____

Witness Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Address: _____

Address: _____

OR

State of: NEW YORK

County of: NEW YORK

On this 24th day of JUNE, 2006, before me personally came Mark Armstrong
to me personally known, or who has produced DRIVER'S LICENSE as identification,
known to me to be the person described in and who executed the foregoing assignment, and
acknowledged to me that the execution of the same was a free act and deed.

Taejin Kim

[Signature]

Notary Seal:

Printed Name of Notary

Signature of Notary

TAEJIN KIM
Notary Public, State of New York
No. 01K16112404
Qualified in Queens County
Certificate Filed in New York County
Commission Expires July 8, 2008

IN ACKNOWLEDGMENT of the foregoing, said Assignee has caused this assignment to be accepted under the hands of its duly authorized officer, in the City of _____;

Assignee: GHA BRANDS LTD.

Signature: [Handwritten Signature] Date: _____
Name: _____
Title: _____

The above signature was notarized as follows:

State of: _____

County of: _____

On this ____ day of _____, 2006, before me personally came _____ to me personally known, or who has produced _____ as identification, known to me to be the person described in and who executed the foregoing assignment, and acknowledged to me that the execution of the same was a free act and deed.

Printed Name of Notary Signature of Notary Notary Seal:

*Trademark Assignee: ABE Products Corp LP
GHA Brands Ltd.*

Schedule A

| Cnty | Trademark | AppNumber: | FileDate: | RegNumber | RegDate: |
|---------------------------------|--------------------------|--------------|------------|------------|------------|
| Bangladesh | | | | | |
| | A&E PRODUCTS | 61054 | 8/1/1999 | | |
| | PINCH GRIP | 61058 | 8/1/1999 | | |
| | SECURE-LOCK | 61053 | 8/1/1999 | | |
| | SOFT CLIP | 61056 | 8/1/1999 | | |
| Brazil | | | | | |
| | A&E PRODUCTS | 823858693 | 10/23/2001 | | |
| Cambodia | | | | | |
| | A&E PRODUCTS | 20229/04 | 3/5/2004 | KH20636/04 | 11/23/2004 |
| | A&E PRODUCTS | 20230/04 | 3/5/2004 | KH20637/04 | 11/23/2004 |
| Canada | | | | | |
| | A&E PRODUCTS | 1122618 | 11/16/2001 | 594444 | 11/12/2003 |
| China (Peoples Republic) | | | | | |
| | A&E | 2001189200 | 10/12/2001 | 1993746 | 2/21/2005 |
| | A&E PRODUCTS | 3551170 | 5/9/2003 | 3551170 | 8/21/2005 |
| | A&E PRODUCTS | 3551169 | 5/9/2003 | | |
| | GALAXY | 3850834 | 12/18/2003 | | |
| | GALAXY AND LOGO | 3850816 | 12/18/2003 | | |
| Colombia | | | | | |
| | A&E PRODUCTS | T2003/105610 | 12/1/2003 | 288831 | 9/30/2004 |
| | A&E PRODUCTS | T2003/105608 | 12/1/2003 | 290167 | 10/25/2004 |
| Dominican Republic | | | | | |
| | A&E PRODUCTS | 200371779 | 10/8/2001 | 139101 | 1/30/2002 |
| Egypt | | | | | |
| | A&E KARNER | 175197 | 5/14/2005 | | |
| | A&E PRODUCTS | 171669 | 1/5/2005 | | |
| El Salvador | | | | | |
| | A&E PRODUCTS | e-18444-2001 | 10/5/2001 | 24Book183 | 3/26/2004 |
| European Community | | | | | |
| | A&E PRODUCTS | 002393940 | 9/27/2001 | 002393940 | 2/17/2003 |
| Guatemala | | | | | |
| | A&E PRODUCTS | M-7157-2001 | 9/28/2001 | 117628 | 5/22/2002 |
| Hong Kong | | | | | |
| | A&E PRODUCTS (DESIGN) | 10/31/2002 | 300155286 | 4/4/2003 | |

| | | | | | |
|--------------------|--------------|------------|------------|------------|------------|
| India | A&E PRODUCTS | 1254806 | 12/11/2003 | | |
| Israel | A&E PRODUCTS | 152315 | 9/30/2001 | 152315 | 10/2/2002 |
| Jordan | A&E KARNER | 10/2/2005 | | | |
| | A&E PRODUCTS | 80874 | 1/25/2005 | 80874 | 04/02/2006 |
| Kenya | A&E PRODUCTS | 56950 | 1/12/2005 | | |
| Korea, Republic of | EZ SIZE | 341055 | 6/13/1996 | | |
| | GALAXY | 95-2588 | 6/3/1998 | | |
| Madagascar | A&E PRODUCTS | 2005/0019 | 1/14/2005 | | |
| Malaysia | A&E PRODUCTS | 2001-13298 | 10/9/2001 | | |
| Morocco | A&E PRODUCTS | PV91 | 10/24/2001 | 79147 | 10/24/2001 |
| New Zealand | A&E PRODUCTS | 11/28/2003 | 705193 | 11/28/2003 | |
| Nicaragua | A&E PRODUCTS | 2001-03568 | 10/2/2001 | 53497 | 4/30/2002 |
| Pakistan | A&E PRODUCTS | 156877 | 8/5/1999 | 156877 | 3/30/2005 |
| | PINCH GRIP | 156873 | 8/5/1999 | 79250 | 3/26/2005 |
| | SECURE-LOCK | 156874 | 8/5/1999 | 81034 | 8/13/2005 |
| | SOFT CLIP | 156876 | 5/8/1999 | 156876 | 8/9/2005 |
| Peru | A&E PRODUCTS | 197322 | 12/2/2003 | 98320 | 7/5/2004 |
| | A&E PRODUCTS | 197354 | 12/2/2003 | 97705 | 6/10/2004 |
| Russian Federation | A&E PRODUCTS | 2003723498 | 11/28/2003 | 288993 | 5/17/2005 |

South Africa

| | | | |
|--------------|-----------|------------|-----------|
| A&E PRODUCTS | 7/28/1999 | 9913619 | 7/28/1999 |
| PINCH GRIP | 7/28/1999 | 199913621 | 7/28/1999 |
| SECURE-LOCK | 7/28/1999 | 1999/13624 | 7/28/1999 |
| SOFT CLIP | 7/28/1999 | 199913622 | 7/28/1999 |

Turkey

| | | | | |
|--------------|------------|------------|-------------|------------|
| A&E PRODUCTS | 1998/15248 | 10/28/1998 | 204665 | 10/28/1998 |
| PINCH GRIP | 1999/21534 | 12/10/1999 | | |
| PINCH-GRIP | 1998/8109 | 6/19/1998 | | |
| SECURE-LOCK | 1999021535 | 12/10/1999 | | |
| SECURE-LOCK | 1998/8101 | 6/19/1998 | 1999 021535 | 12/10/1999 |
| SOFT-TOUCH | 1998/8107 | 6/19/1998 | | |

United Arab Emirates

| | | | | |
|--------------|-------|------------|-------|------------|
| A&E PRODUCTS | 33706 | 11/10/1999 | 28894 | 10/17/2001 |
| PINCH GRIP | 33708 | 11/10/1999 | 28893 | 10/17/2001 |
| SECURE-LOCK | 33711 | 11/10/1999 | 28891 | 10/17/2001 |
| SOFT CLIP | 33709 | 11/10/1999 | 29933 | 12/29/2001 |

United States of America

| | | | | |
|--------------------------|----------------------|----------------------|--------------------|----------------------|
| A&E DESIGNER SERIES | 78/379075 | 3/5/2004 | | |
| A&E PRODUCTS | 75/541746 | 8/24/1998 | 2287768 | 10/19/1999 |
| GP (STYLIZED) | 75/102666 | 5/10/1996 | 2061135 | 5/13/1997 |
| GALAXY | 74/650917 | 3/23/1995 | 1971161 | 4/30/1996 |
| GALAXY HANGER | 73/743899 | 8/3/1988 | 1531002 | 3/21/1989 |
| COLLECTION | | | | |
| PINCH-GRIP | 75/488518 | 5/18/1998 | 2398398 | 10/24/2000 |
| SURE STRENGTH | 75/102668 | 5/10/1996 | 2409690 | 12/5/2000 |

Viet Nam

| | | | | |
|--------------|--------------|----------|-------|----------|
| A&E PRODUCTS | 4-2004-01791 | 3/9/2004 | 64302 | 7/1/2005 |
|--------------|--------------|----------|-------|----------|