

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)**  Yes  No  
 Additional names, addresses, or citizenship attached?  
 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) 2.383,410  
 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:** 1  
**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00  
 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:**  \_\_\_\_\_  
 Jack Schwartz      Signature      December 13, 2006      Date  
 Total number of pages including cover sheet, attachments, and document: 11

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 \$40.00 2383410

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), dated June 27, 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 officer, in the City of Princeton, New Jersey, as of the date first written above:

Assignor: A&E PRODUCTS GROUP, INC.

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:

State of: NEW YORK

County of: NEW YORK

On this 29<sup>th</sup> 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

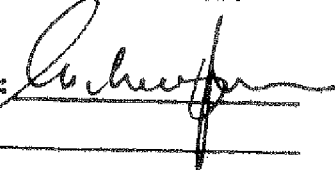
OR

TAEJIN KIM  
Notary Public, State of New York  
No. 01K16112404  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires July 6, 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: 

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.

\_\_\_\_\_  
Notary Seal:

Printed Name of Notary

Signature of Notary

*Trademark Assignment - A & E Products Group Inc.  
GHA Brands Ltd.*

Schedule A

Cnty	Trademark	AppNumber:	FileDate:	RegNumber	RegDate:
<b>Bangladesh</b>					
	GALAXY	61057	8/1/1999		
	GRIPP-ON	61055	8/1/1999		
<b>Costa Rica</b>					
	A&E PRODUCTS	120082	12/17/1998	114371	6/15/1999
	GALAXY	120780	8/28/1998	115215	8/12/1999
	GRIPP-ON	120777	8/28/1998	115188	8/12/1999
	PINCH-GRIP	120779	8/28/1998	115216	8/12/1999
	SECURE-LOCK	120778	8/28/1998	115217	8/12/1999
<b>Honduras</b>					
	A&E PRODUCTS	13606/98	10/30/1998	74262	6/7/1999
	GALAXY	13533/98	10/27/1998		
	GRIPP-ON	13534/98	10/27/1998		
	PINCH-GRIP	13536/98	10/27/1998		
	SECURE-LOCK	13535/98	10/27/1998		
<b>Hong Kong</b>					
	GALAXY	9807152	6/2/1998	04538/1999	4/14/1999
<b>India</b>					
	A&E PRODUCTS	825130	10/29/1998	825130	5/14/2005
	PINCH-GRIP	806367	6/16/1998		
	SECURE-LOCK	806366	6/16/1998		
<b>Indonesia</b>					
	A&E PRODUCTS	D98 18476	10/29/1998	447020	10/29/1998
	GALAXY	D98 16057	9/21/1998	486606	8/16/2001
	GRIPP-ON	D98 16056	9/21/1998	453316	9/21/2000
	PINCH-GRIP	D98 16054	9/21/1998	453314	9/21/2000
	SECURE-LOCK	D98 16055	9/21/1998	453315	9/21/2000
<b>Korea, Republic of</b>					
	A&E PRODUCTS	98-27917	10/27/1998	455181	9/20/1999
	GALAXY	98/14259	6/3/1998		
	GRIPP-ON	98/14260	6/3/1998	448070	5/19/1999
	GRIPP-ON	341604	12/17/1996		
	PINCH-GRIP	98/14262	6/3/1998	448495	5/27/1999
	SECURE LOCK	341603	12/17/1996		
	SECURE-LOCK	98/14261	6/3/1998	448494	5/27/1999
	SOFT-TOUCH	98/14258	6/3/1998		
<b>Mexico</b>					
	A&E PRODUCTS		11/26/1998	601067	2/23/1999
	A&E PRODUCTS		11/26/1998	601068	2/23/1999

GALAXY		7/21/1998	585969	8/28/1998
GALAXY		7/21/1998	585970	8/28/1998
GRIPP-ON		7/21/1998	585974	8/28/1998
GRIPP-ON		7/21/1998	585973	8/28/1998
PINCH-GRIP		7/21/1998	585972	8/28/1998
PINCH-GRIP		7/21/1998	585971	8/28/1998
SECURE-LOCK		7/21/1998	585975	8/28/1998
SECURE-LOCK		7/21/1998	585976	8/28/1998
<b>Philippines</b>				
A&E PRODUCTS	102794	7/18/1995	103420	9/4/2000
<b>Pakistan</b>				
GRIPP-ON	156878	5/8/1999		
GALAXY	156875	5/8/1999		
<b>Singapore</b>				
A&E PRODUCTS		10/30/1998	T9810943D	10/30/1998
GALAXY	T99/05096D	5/19/1999		
PINCH-GRIP	6/17/1999	T99/06184B	6/17/1999	
<b>South Africa</b>				
GALAXY	7/28/1999	199913620	7/28/1999	
GRIPP-ON	9913623	7/28/1999	9913623	11/28/2003
<b>Sri Lanka</b>				
A&E PRODUCTS	89928	10/27/1998	89928	4/28/2004
GALAXY	89502	89502	9/23/1998	
GRIPP-ON	89503	89503	9/23/1998	
PINCH-GRIP	89460	9/18/1998	89460	3/10/2004
SECURE-LOCK	9/18/1998	89459	9/18/1998	
<b>Taiwan</b>				
A&E PRODUCTS	8752256	10/28/1998		
GALAXY	8726531	6/3/1998		
GRIPP-ON	(87)26530	6/3/1998	859877	7/16/1999
PINCH-GRIP	8726528	6/3/1998	878826	1/1/2000
SECURE-LOCK	(87)26529	6/3/1998	859876	7/16/1999
<b>Thailand</b>				
A&E PRODUCTS		1/1/1998		
GRIPP-ON		5/19/1999		
<b>Turkey</b>				
GRIPP-ON	1999 021533	12/10/1999	1999 021533	
GRIPP-ON	1998/8110	6/19/1998		
GALAXY	1999/21532	12/10/1999	1999 021532	12/10/1999

**United Arab Emirates**

GRIPP-ON	33710	11/10/1999	288292	11/10/1999
GALAXY	33707	11/10/1999	26546	11/20/2000

**United States of America**

FRM	75/844305	11/9/1999	2383410	9/5/2000
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PTO/SB/17 (07-06)  
 Approved for use through 01/31/2007. OMB 0651-0032  
 U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number

Effective on 12/08/2004 Fees pursuant to the Consolidated Appropriations Act, 2005 (H.R. 4818). <h2 style="margin: 0;">FEE TRANSMITTAL</h2> <h3 style="margin: 0;">For FY 2005</h3>		<b>Complete if Known</b>	
<input type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27		Application Number	75/844,305
		Filing Date	
		First Named Inventor	
		Examiner Name	
		Art Unit	
<b>TOTAL AMOUNT OF PAYMENT</b> (\$) 40.00		Attorney Docket No.	

**METHOD OF PAYMENT** (check all that apply)

Check 
  Credit Card 
  Money Order 
  None 
  Other (please identify): \_\_\_\_\_

Deposit Account Deposit Account Number: 50-2828 Deposit Account Name: Jack Schwartz

For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)

Charge fee(s) indicated below 
  Charge fee(s) indicated below, except for the filing fee

Charge any additional fee(s) or underpayments of fee(s) under 37 CFR 1.16 and 1.17 
  Credit any overpayments

**WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.**

**FEE CALCULATION**

**1. BASIC FILING, SEARCH, AND EXAMINATION FEES**

Application Type	FILING FEES		SEARCH FEES		EXAMINATION FEES		Fees Paid (\$)
	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	
Utility	300	150	500	250	200	100	_____
Design	200	100	100	50	130	65	_____
Plant	200	100	300	150	160	80	_____
Reissue	300	150	500	250	600	300	_____
Provisional	200	100	0	0	0	0	_____

**2. EXCESS CLAIM FEES**

Fee Description	Fee (\$)	Small Entity Fee (\$)
Each claim over 20 (including Reissues)	50	25
Each independent claim over 3 (including Reissues)	200	100
Multiple dependent claims	360	180

Total Claims - 20 or HP = \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_  
 HP = highest number of total claims paid for, if greater than 20.

Indep. Claims - 3 or HP = \_\_\_\_\_ x \_\_\_\_\_ = \_\_\_\_\_  
 HP = highest number of independent claims paid for, if greater than 3.

**3. APPLICATION SIZE FEE**

If the specification and drawings exceed 100 sheets of paper (excluding electronically filed sequence or computer listings under 37 CFR 1.52(e)), the application size fee due is \$250 (\$125 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

Total Sheets	Extra Sheets	Number of each additional 50 or fraction thereof	Fee (\$)	Fee Paid (\$)
_____	_____	_____ / 50 = _____ (round up to a whole number)	_____ x _____ = _____	_____

**4. OTHER FEE(S)**

Description	Fees Paid (\$)
Non-English Specification, \$130 fee (no small entity discount)	_____
Other (e.g., late filing surcharge): Assignment Recordation fee (1) Trademark	\$40.00

**SUBMITTED BY**

Signature	Registration No. (Attorney/Agent) 34,721	Telephone 212-971-0416
Name (Print/Type) Jack Schwartz	Date December 13, 2006	

This collection of information is required by 37 CFR 1.136. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

1350 Broadway, Suite 1510  
New York, New York 10018

Jack Schwartz & Associates  
New York, New York

**TELEFAX TRANSMITTAL**

December 13, 2006

To: Assignment Recordation Services

Fax #: (571)273-0140

From: Jack Schwartz

Fax #: (212) 971-0417

Re: Assignment Recordation for U.S. Trademark Application No.: 2,383,410.

CONFIDENTIALITY STATEMENT

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**10 Page(s) Follow This Cover Sheet**

**If all pages are not received  
or you otherwise experience transmission difficulties**

**Please call us at (212) 971-0416**