

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dimensions Unlimited Limited Partnership		06/30/2006	LIMITED PARTNERSHIP: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Airpax Dimensions, Inc.		
<b>Street Address:</b>	807 Woods Road		
<b>City:</b>	Cambridge		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21613-9468		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1772275	TOTALLY CORRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-8686		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7036108694		
<b>Email:</b>	ipdocketing@milesstockbridge.com		
<b>Correspondent Name:</b>	Ronald E. Shapiro		
<b>Address Line 1:</b>	1751 Pinnacle Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102-3833		
<b>ATTORNEY DOCKET NUMBER:</b>	K11569-105		
<b>NAME OF SUBMITTER:</b>	Ronald E. Shapiro		
<b>Signature:</b>	/Ronald E. Shapiro/		

CH \$40.00 1772275

Date:

06/04/2007

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of June 30, 2006 ("Effective Date") by and between Dimensions Unlimited Limited Partnership, a Minnesota limited partnership, with its principal office at 4467 White Bear Pkwy, St. Paul, Minnesota ("Assignor"), and Airpax Dimensions, Inc., a Delaware corporation, with its principal office at 807 Woods Road, Cambridge, Maryland ("Assignee").

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 30, 2006 (the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, and the unregistered trademarks set forth on Schedule B attached hereto, in each case together with the goodwill of the business associated therewith (collectively, the "Marks"); and

**WHEREAS**, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, at Assignee's expense, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any

interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DIMENSIONS UNLIMITED LIMITED PARTNERSHIP

By: Dimensions Unlimited, Inc.  
Its: General Partner

By: *Dennis L. Getter*  
Name: DENNIS L. GETTER  
Its: PRESIDENT

AIRPAX DIMENSIONS, INC.

By: \_\_\_\_\_  
Name:  
Its:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**DIMENSIONS UNLIMITED LIMITED  
PARTNERSHIP**

By: Dimensions Unlimited, Inc.  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Its:

**AIRPAX DIMENSIONS, INC.**

By: Dennis K. Karr  
Name: DENNIS K. KARR  
Its: CHIEF EXECUTIVE OFFICER

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
1,772,275	5/18/1993	TOTALLY CORRECT

**SCHEDULE B**

**UNREGISTERED TRADEMARKS**

<b>Country</b>	<b>Mark</b>
U.S.	DIMENSIONS UNLIMITED
U.S.	MILLENNIUM SERIES