

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARIES ELECTRONICS, INC.		09/22/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WORLD PROPERTIES, INC.		
Street Address:	7366 North Lincoln Avenue		
City:	Lincolnwood		
State/Country:	ILLINOIS		
Postal Code:	60712		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1053564	LO-PRO	
CORRESPONDENCE DATA			
Fax Number:	(860)286-0115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(860)286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	George A. Pelletier, Jr.		
Address Line 1:	Cantor Colburn LLP		
Address Line 2:	20 Church Street, 22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	RGT-0437-AUS		
NAME OF SUBMITTER:	George A. Pelletier, Jr.		
Signature:	/gapjr/		

CH 1053564 \$40.00

Date:

09/29/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment, entered into by and between Aries Electronics, Inc. and World Properties, Inc., effective as of last date of signature set forth herein, whereby the parties hereby agree as follows:

WHEREAS, Aries Electronics, Inc., a corporation organized under the laws of the State of New Jersey, with a principal place of business at 2609 Bartram Road, Bristol, Pennsylvania 19007-6810 (hereinafter "Assignor,") has, either directly or through predecessors in interest, adopted and used in its business the trademark LO-PRO for "electrical components-namely, integrated circuit sockets, integrated circuit headers, back panel electricconnections, electrical terminal pins, dualin-line package electrical sockets, printed circuit board edge card mounts, and electrical jumper systems," (hereinafter "the Mark") and is the owner of the registration thereof, which is registered with the United States Patent and Trademark Office at United States Registration No. 1053564, having issued November 30, 1976 and renewed; and

WHEREAS, World Properties, Inc., a corporation organized under the laws of the State of Illinois with a principal place of business at 7366 North Lincoln Avenue, Lincolnwood, Illinois, 60712 (hereinafter "Assignee,") is desirous of acquiring the Mark and any registrations thereof and applications therefor.

NOW, THEREFORE, for the good and valuable consideration of [REDACTED] [REDACTED] U.S. dollars), the sufficiency of which is hereby acknowledged, said Assignor does hereby sell and assign unto the said Assignee as of the effective date referenced above, all right, title and interest in and to the said Mark and any registrations thereof or applications therefor, in the United States or in any other country, territory or jurisdiction, together with the goodwill symbolized by the Mark and with the right to recover and have damages and profits for past infringement, if any.

- 1) Within seven (7) calendar days of the Effective Date, Assignee shall pay the sum of [REDACTED] United States dollars [REDACTED] in good funds, to Assignor, or its nominee, in consideration of the mutual covenants expressed herein. Payment shall be made by check sent via courier to Assignor's principal place of business set forth herein.

- 2) Assignor shall make no further use of the Mark as of the Effective Date of this Agreement in the United States or anywhere in the world, nor shall Assignor challenge, interfere, solicit, encourage or assist others to challenge or otherwise interfere with Assignee's title, interest, right or use of the Mark. Assignor will not itself, or enable or allow another to, take any action or refrain from any action or otherwise support any claim that may detrimentally affect the registrability, validity of, consumer goodwill, or commercial value associated with the Mark.

- 3) Assignor warrants and represents that it has unencumbered rights in and to the Mark, that it properly registered and has properly renewed the Mark, that it has the authority to transfer the Mark, and that it is the registrant listed in the records of the various national Trademark Offices (or equivalent) where the Mark is registered.

- 4) Assignor warrants and represents that it has not used and will not make or use any fraud, misrepresentation, or otherwise any false statement in the process of registration and maintenance of the registration of the Mark, or on or in connection with the transaction underlying this Agreement.

- 5) Assignor warrants and represents that no fees are owing to the U.S. Trademark Office, or any other national Trademark Office (or equivalent) or any other government agency or other entity or party with regard to the registration of the Mark; and Assignor warrants that all registration fees to any such Office are current and shall remain so until closing. Furthermore, Assignor shall deliver under this agreement free, clear and marketable title to the Mark, along with the goodwill associated therewith and any registrations thereof or applications therefor.

- 6) Assignor warrants and represents that it has not licensed or otherwise allowed or enabled the use of the Mark to any other person or entity, or granted any right with respect to the Mark to any other person or entity, that may, in any manner, restrict, impede or adversely effect Assignee's rights therein.
- 7) Assignor warrants and represents that it has the authority and agrees to execute and deliver this Agreement and any other document necessary to perfect the transaction contemplated herein.
- 8) To Assignor's best information, ownership, use and registration of the Mark in Assignor's field of use, do not infringe upon the proprietary rights of any third party within the United States or elsewhere.
- 9) No amendment, waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such amendment, waiver or modification is sought to be enforced.
- 10) Should any provision of this Agreement be held to be void, invalid or inoperative, then such provision and the other related provisions of this Agreement shall be deemed automatically adjusted to conform to the requirements for validity declared at such time and to, as closely as legally permissible, reflect the original intent of the parties. If such provision is of such a nature that it cannot be so

adjusted, the provision shall be deemed deleted from this Agreement, as applicable, as though it had never been included herein. In either case, except as set forth above, the remaining provisions of this Agreement shall not be affected.

11) Each Party shall be responsible for, and shall pay, their respective taxes, duties, charges, fees, deductions or withholdings in accordance with applicable law (collectively, "Taxes").

12) This Agreement will be governed by the substantive laws of the State of Connecticut, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The parties to this Agreement shall be subject to jurisdiction and venue in the State and Federal Courts of the State of Connecticut.

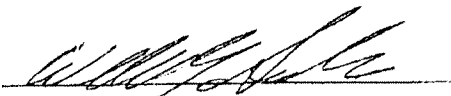
13) This Agreement has been reviewed by each party hereto or thereto and each party has had access to counsel in connection with this Agreement. Accordingly, this Agreement shall be deemed to be the product of both parties hereto, and no ambiguity shall be construed in favor of, or against, any party.

14) This Agreement constitutes and contains the full, final and entire agreement of the parties and supersedes any and all prior agreements, negotiations, correspondence,


understandings and communications among the parties, whether written or oral,
respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this
Agreement on the dates set forth below:

Aries Electronics, Inc.

By:  Date: 9/18/08
Name: WILLIAM Y. SINCLAIR
Title: PRESIDENT

World Properties, Inc.

By:  Date: 9/24/08
Name: Steven D. Goldrich
Title: President