

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
Aron Group, Inc.		08/11/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rooster Holdings LLC		
Street Address:	122 Deep Valley Trail		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06903		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0869435		
Registration Number:	0869433	ROOSTER	
Registration Number:	0869434	ROOSTER	
Registration Number:	1114555	ROOSTER	
Registration Number:	2971580	PALIO	
Registration Number:	2971586	PALIO	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-643-7000		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	One Rockefeller Plaza		
Address Line 2:	Intellectual Property Department		
Address Line 4:	New York, NEW YORK 10020		

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ATTORNEY DOCKET NUMBER:	09950005.000001
NAME OF SUBMITTER:	Paul DeFilippo
Signature:	/Paul DeFilippo/
Date:	09/02/2009
Total Attachments: 6 source=Rooster Holdings TM Assignment#page1.tif source=Rooster Holdings TM Assignment#page2.tif source=Rooster Holdings TM Assignment#page3.tif source=Rooster Holdings TM Assignment#page4.tif source=Rooster Holdings TM Assignment#page5.tif source=Rooster Holdings TM Assignment#page6.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS Agreement (this "Assignment") is entered into as of this 11th day of August, 2009 (the "Effective Date") by and among the following parties (collectively referred to as the "Parties");

ARON GROUP, INC., a Delaware corporation (the "Assignor"); and

ROOSTER HOLDINGS LLC, a Connecticut limited liability company (the "Assignee").

WHEREAS, this Assignment is being made in connection with a Sale Agreement, dated the date hereof, by and between the Assignor and the Assignee (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, Assignor has agreed to assign, transfer, convey and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the consummation of the transactions contemplated in the Sale Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows.

SECTION 1

ASSIGNMENT

1.1 Assignor hereby assigns, conveys and transfers to Assignee, its successors and assigns, certain of its rights obligations and liabilities as follows:

(a) All worldwide right, title and interest in, to and under the United States and trademarks and trademark applications listed on **Schedule A** to this Assignment (together, the "Trademarks");

(b) All worldwide right, title and interest in, to and under all common law rights and all goodwill associated with the Trademarks; all rights of priority in any Trademark, together with all income and royalties arising out of the rights assigned hereby and all rights to recover damages for past infringements and any other causes of action related to any Trademark; any and all renewals and extensions of rights associated with any Trademark that may hereafter be secured under the laws of the United States or any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from the Effective Date as fully and entirely the same as would have been held and enjoyed by Assignor had this Assignment not been made.

1.2 Assignor and Assignee agree that as of the Effective Date, Assignee may apply for and receive additional trademarks for any subject matter related to the Trademarks or the assets in the Sale Agreement, including registration of existing Trademarks in new classes, as well as continue prosecution of the Trademarks in Assignee's own name.

1.3 Assignor hereby grants Assignee the power to insert in this Assignment any further indemnification(s) that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, the World Intellectual Property Organization, or rules of any other entities including without limitation, United States or foreign governments or foreign or international trademark offices, for recordation or other recognition of this document.

1.4 Assignee hereby accepts and assumes all the rights subject to the present Assignment. As of the Effective Date, Assignor shall have no further rights, obligations and liabilities of any kind whatsoever related to the Trademarks for any matter arising on or after the Effective Date, except as provided in Section 5.4 herein.

SECTION 2

PAYMENTS

2.1 Payment of fees. In consideration of the foregoing Assignment, Assignee agrees to pay Assignor \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged.

SECTION 3

TERM

3.1 Term. The term of this Assignment shall commence on the Effective Date and continue until the expiration of Assignee's obligations.

3.2 Survival. The following provisions shall survive termination of this Assignment: Sections 4 and 5.

SECTION 4

CHOICE OF LAW

4.1 Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, this Assignment shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without giving effect to principles of conflict of laws.

SECTION 5

MISCELLANEOUS

5.1 **Entire Agreement**

This Assignment contains the entire agreement among the Parties with respect to the Trademarks and supersedes all prior oral or written communications or agreements with respect thereto. This Assignment may be modified only by a subsequent written agreement signed by the Parties.

5.2 Severability

If any provision of this Assignment is held to be void or unenforceable by a court of competent jurisdiction because it is invalid or in conflict with any law of relevant jurisdiction, such provision shall be severed from this Assignment, which shall otherwise remain in full force and effect.

5.3 Waiver

No waiver of any rights shall be effective unless assented to in writing by all Parties hereto and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

5.4 Further Assurances

Assignee hereby agrees to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including without limitation, the contacting of individuals with relevant knowledge related to the subject matter or previous prosecution of the Trademarks, and the filing of such additional assignments, agreements, declarations, affidavits, documents and other instruments, that may be necessary for prosecution of the Trademarks, or of evidencing the assignment or ownership of the Trademarks; or otherwise as Assignee may at any time reasonably request in connection with this Assignment or to carry out more effectively the provisions and purposes hereof or to better assure and confirm unto such other Party its rights and remedies under this Assignment. All filing and recording fees shall be the responsibility of Assignee.

5.5 Confidentiality

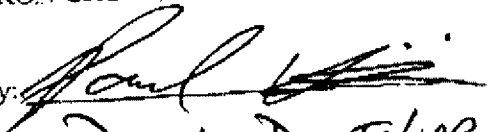
The Assignor shall maintain the terms and conditions of this Assignment, and any business, financial, scientific, technical or other information reasonably believed to be confidential information of the Assignee, in strict confidence and not disclose them to any entity or person.

5.6 Counterparts

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed in duplicate by their duly authorized representatives as of the date first written above.

ARON GROUP, INC.

By: 
Name: Paul DeFilippo
Title: CFO + Secretary

ROOSTER HOLDINGS LLC

By: _____

Name:

Title:

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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed in duplicate by their duly authorized representatives as of the date first written above.

ARON GROUP, INC.

By: _____

Name:

Title:

ROOSTER HOLDINGS LLC

By: 

Name: *William Aron*

Title: *Pres. & Co.*

SCHEDULE A
TRADEMARKS

Mark	Registration Number	Registration Dae
Rooster Design	869435	5/13/1969
ROOSTER	869433	5/13/1969
ROOSTER (&Design)	869434	5/13/1969
ROOSTER	1114555	3/6/1979
PALIO	2971580	7/19/2005
PALIO	2971586	1/19/2005