

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
BASF Corporation		12/29/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	RMS Packaging, Inc.		
Street Address:	1050 Lower South Street		
City:	Peekskill		
State/Country:	NEW YORK		
Postal Code:	10566		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2446792	AURORA	
CORRESPONDENCE DATA			
Fax Number:	(914)788-7119		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9142052071		
Email:	sheldonr@aurorasef.com		
Correspondent Name:	Sheldon Rosenberg		
Address Line 1:	1050 Lower South Street		
Address Line 4:	Peekskill, NEW YORK 10566		
NAME OF SUBMITTER:	Sheldon Rosenberg		
Signature:	/sr/		
Date:	04/06/2011		
Total Attachments: 4 source=Trademarks#page1.tif source=Trademarks#page2.tif source=Trademarks#page3.tif source=Trademarks#page4.tif			

OP \$40.00 2446792

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into as of the 29th day of December 2009 (the "Effective Date"), by and between **BASF Corporation** ("Assignor") and **RMS Packaging, Inc.** ("Assignee"), (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of certain trademarks, trademark applications and common law trademarks set forth on Appendix A (the "Assigned Trademarks").

B. Pursuant to an Asset Purchase Agreement dated as of December 29, 2009 by and between Assignor and Assignee, the Assignee (the "Asset Purchase Agreement"), Assignee is concurrently herewith purchasing, among other things, certain assets of which are used in the special effects films business.

C. In connection with the transactions contemplated by the Asset Purchase Agreement, Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Asset Purchase Agreement, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations, pending registrations and unregistered marks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill of the business of Assignor connected with the use thereof, as well as symbolized thereby; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, conveys, and transfers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Assigned Trademarks. The Assignee shall therefore have the right, from today on, to consider itself the sole owner of the Assigned Trademarks, to use them as trademarks of its own or else to dispose of them as best suits its interest, without giving rise to any claim whatsoever in this respect on the part of the Assignor in any event or at any time. Assignor agrees to hereafter recognize Assignee's sole and exclusive and unqualified ownership, right, title and interest in and to the Assigned Trademarks. Assignor shall not directly or indirectly challenge the validity, enforceability, or ownership by Assignee of the Assigned Trademarks, or claim adversely to Assignee any right, title and interest in and to the Assigned Trademarks and Assignor agrees to

furnish, upon the request of Assignee, a written consent in support of any applications which may be filed by the Assignee.

3. Further Assurances.

Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Trademarks; (ii) in the prosecution or defense of any opposition, infringement, or other proceeding that may arise in connection with the Assigned Trademarks, including, without limitation, providing Assignee with any reasonably requested information regarding use of the Assigned Trademarks in connection with the prior manufacture, promotion, sale, and advertising of any products bearing the Assigned Trademarks; (iii) in the implementation, recordal, or perfection of this Assignment, and (iv) in otherwise effectuating the transactions contemplated by this Assignment.

4. Relationship to the Asset Purchase Agreement. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment to the extent indicated in the Asset Purchase Agreement.

5. Transfer of Files. Assignor agrees to provide Assignee with any documentation, correspondence and files in its possession relating to the Assigned Patents and will instruct its attorneys to transfer all such files, documentation, and correspondence, including, without limitation, any and all original Certificates of Registrations to Assignee or its attorneys.

6. General Provisions.

(a) Merger and Integration. This Assignment, along with the Asset Purchase Agreement and the other agreements to be delivered pursuant to the terms of the Asset Purchase Agreement, represent the entire understanding of the Parties with respect to the subject matter of this Assignment and supersede all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. In the event of any conflict between the terms and conditions of this Agreement and the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement will control

(b) Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

(c) No Waiver. The failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

(d) Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

(e) Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

(f) Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

(g) Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

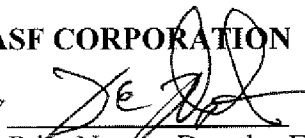
(h) Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, USA.

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

ASSIGNOR:

BASF CORPORATION

BY



Print Name: Douglas E. Martin

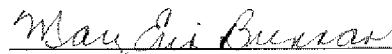
Title: Assistant Secretary

STATE OF New Jersey)

COUNTY OF MORRIS)

On this 29th day of December, 2009, there appeared before me Douglas E. Martin personally known to me, who acknowledged that he/~~she~~ signed the foregoing Assignment as his/~~her~~ voluntary act and deed on behalf and with full authority of **BASF Corporation**

(SEAL)


Notary Public, State of _____

Wavelength tm assign 082109

MARY ERIN BRENNAN
A Notary Public of New Jersey
My Commission Expires April 15, 2013

Appendix A

TRADEMARKS

TrademarkName	AppNumber	FileDate	RegNumber	RegDate
AURORA	26778-26985	03-Dec-01	523924	03-Dec-01
AURORA	824341074	11-Jan-02	824341074	24-Apr-07
AURORA	1123881	30-Nov-01	586,064	28-Jul-03
AURORA	520976	03-Dec-01	733278	03-Dec-01
AURORA	2001/16415	27-Dec-01	2001/16415	14-May-08
AURORA	1064534	03-Dec-01	1064534	10-Jul-07
AURORA	63327	08-Jun-00	4479483	01-Jun-01
AURORA	2000097110	04-Jul-00	1612067	07-Aug-01
AURORA	89 037171	19-Jun-00	936543	16-Mar-01
AURORA	1340892	12-Oct-99	1340892	12-Nov-00
AURORA (USA)	75555380	18-Sep-98	2446792	24-Apr-01
GEMTALLIC (USA)	76429051	05-Jul-02	2830609	06-Apr-04
SHIMMERSILK (USA)	76/111227	18-Aug-00	2719731	27-May-03
BLACK MAGIC (USA)	75559466	25-Sep-98	2295834	30-Nov-99