

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
	Exo-Pro, Inc.		10/03/2012
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Howard Berger Co. LLC		
Street Address:	324A Half Acre Road		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3325620	EXO-PRO
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127159100		
Email:	kltrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	139619-00152		
NAME OF SUBMITTER:	Carolina Correa		
Signature:	/Carolina Correa/		
Date:	10/23/2012		
Total Attachments: 3 source=139619_00149_Trademark Assignment#page1.tif source=139619_00149_Trademark Assignment#page2.tif source=139619_00149_Trademark Assignment#page3.tif			

CH \$40.00 3325620

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made by Exo-Pro, Inc., ("Assignor"), a New York corporation, which had its principal place of business at 66B Maple Street, Amityville, New York 11701, and Howard Berger Co., LLC ("Assignee") a Delaware limited liability company, having its principal place of business at 324A Half Acre Road, Cranbury, New Jersey 08512.

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks as set forth, but not limited to, those listed in the attached Schedule A (the "Trademarks"), together with the good will of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth herein, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

3. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

TRADEMARK ASSIGNMENT

4. Assignee Acceptance. Assignee hereby accepts this assignment of trademarks.

Exo-Pro, Inc. as Assignor

Date: September 13, 2012 By: Frank Colletti
Name: Frank Colletti
Title: 9/13/2012

On this 13 day of September, year of 2012, before me, the undersigned officer, personally appeared, Frank Colletti who acknowledged himself/herself to be the president of Exo-Pro, Inc., a corporation, and that he/she as such president, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as president.

GARY TOPPLE
Notary Public, State of New York
No. 41-480353
Qualified in Suffolk County
Commission Expires June 9, 2014

[Signature]
Notary Public

NYSDL
766 213980

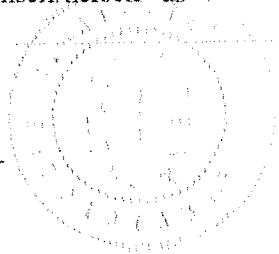
Howard Berger Co., LLC as Assignee

Date: October 3, 2012 By: [Signature]
Name: James P. Brower
Title: CEO

On this 3rd day of Oct, year of 2012, before me, the undersigned officer, personally appeared, James Brower who acknowledged himself/herself to be the CEO of Howard Berger Co., LLC, a corporation, and that he/she as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as CEO.

Victoire Batiste
Notary Public

VICTOIRE BATISTE
ID # 2351035
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/11/2016



TRADEMARK ASSIGNMENT

SCHEDULE A

EXO-PRO	US	78/350,488	12-Jan-2004	3,325,620	30-Oct-2007
---------	----	------------	-------------	-----------	-------------