

PATENT, TRADEMARK AND INTELLECTUAL PROPERTY ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that William T. Porcy, whose address is 350 East 79th Street, New York, NY 10021

(the "Assignor"), for good and valuable consideration, does grant, assign, convey, transfer and deliver, unto AAMP Company, Inc., with offices c/o. Graf Repetti & Co., LLP, 1114 Avenue of the Americas, New York, NY 10016 (the "Assignee"), all of Assignor's worldwide right, title, ownership and interest in and to:

- (1) U.S. Patent No. 6,340,189 to the product known as "Universal Device for facilitating movement into and out of a seat," with the trade name of **lift**TM, a copy of which patent is annexed as Schedule "A" hereto;
- (2) Trademarks for the names "**lift**," "**ready lift go**," and "**Out and About**" and associated logo designs, in stylized word and design formats and the right for any resulting registrations to issue in Assignee's name and to the "**lift**," "**ready lift go**," and "**Out and About**" Internet domain names, together with all goodwill therein and associated therewith, and all of the content (including text, graphics, photographs, designs, icons, layouts and screen displays) and all computer software and code (including source and object codes and HTML, XML, Java, C++, Shockwave and all other coding and site architecture) utilized in or in connection with the "**lift**TM" Internet web site, including, without limitation, any and all worldwide copyrights in and to such content, software and code which are owned by the Assignor, on and as of the date hereof, together with any and all other patent rights, trade secrets and proprietary rights therein including all rights to prosecute any past or future infringements thereof.
- (3) Taiwanese (R.O.C.) patent Application no. 89127109 (a copy of which is annexed as Schedule B);
- (4) Design patent for application of **lift**, serial no. 29/131.128, filed 10/13/00, filed under the name of Kontorovitch, et al for "Universal Device for facilitating movement into and out of a seat" (a copy of which is annexed as Schedule C).

Assignor and Assignee expressly acknowledge that Assignee is the active successor-in-interest to the business of Assignor pursuant to 15 U.S.C. § 1060.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, to and for its use forever throughout the world in any and all media and for any and all purposes now existing or hereafter invented. The assets, properties, rights, and liabilities of the Assignor being transferred to the Assignee hereunder are hereinafter referred to as the "Transferred Assets."

AND, for the consideration aforesaid, the Assignor for itself and its successors and assigns has covenanted and by this Assignment does covenant with the Assignee, its successors, and assigns, that it, the Assignor, and its successors and assigns, will do, execute, and deliver, or will cause to be done, executed, and delivered, all such further acts, transfers, assignments, conveyances, powers of attorney, and assurances, for the better assuring, conveying, and confirming unto the Assignee, its successors, and assigns, all and singular the entire right, title, and interest in the Transferred Assets hereby transferred, assigned, and conveyed as the Assignee, its successors, or assigns, shall reasonably require.

This Assignment and the covenants and agreements herein contained shall inure to the benefit of the Assignee, its successors, and assigns, and shall be binding upon the Assignor, its successors, and assigns.

This Assignment shall be recorded by Assignor with the United States Patent and Trademark Office and/or the United States Copyright Office.

This Assignment and any and all related instruments of transfer or assignment delivered hereunder, if any, shall be governed by and interpreted in accordance with the laws of the State of New York applicable to contracts executed and wholly performed within such State.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed on its behalf by a duly authorized officer as of September 6, 2002.

THE ASSIGNOR:

William T. Porcy

By: 

THE ASSIGNEE:

AMP Company, Inc.

By: 

Name: William T. Porcy

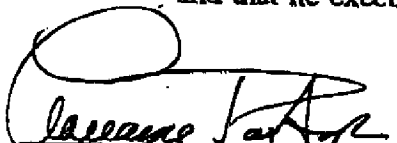
Title: President

FROM : AVENUE INNOVATIONS INC.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this day of September, 2002, before me personally came William Fordy to me known, who, being by me duly sworn, did depose and say, that he resides at 350 East 79th Street, New York, New York 10021

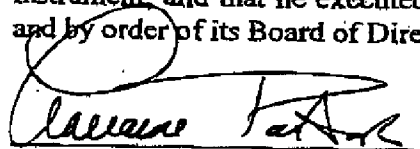
and that he executed the foregoing instrument or behalf of himself.


Notary Public

LORRAINE PASTOR
Notary Public, State of New York
No. 41-4618273
Qualified in Queens County
Commission Expires March 30, 2003

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this day of September, 2002, before me personally came William T. Fordy to me known, who, being by me duly sworn, did depose and say that he resides at East 79th Street, NY, NY 10021, that he is the President of AMP Company, Inc. the corporation described in and which executed the foregoing instrument; and that he executed the foregoing instrument on behalf of said Corporation and by order of its Board of Directors.


Notary Public

LORRAINE PASTOR
Notary Public, State of New York
No. 41-4618273
Qualified in Queens County
Commission Expires March 30, 2003