

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To: Hon. Commissioner of Patents and Trademarks: Please record the attached original document or copy:

1. Name of conveying party(ies):

(A) **Daniel P. AMADO**

(B) **Luca BIZZO**

Additional names? Yes No

2. Name and address of receiving party(ies):

Name: **AEROGROUP INTERNATIONAL INC.**

Street Address: **201 Meadow Road**

City: **Edison** State: **New Jersey** ZIP: **08817**

Country: **USA**

Additional names & addresses attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **Dec. 21, 2005 & Dec. 9, 2005**

4. Application number(s) or patent number(s): **29/239,963** Attorney Docket No.: **AEROS.DP105**

If this document is being filed together with a new application, execution date of application is: _____

Patent Serial No.(s): **29/239,963**

Filing Date: **October 6, 2005**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence should be mailed:

Customer No.: **28752**

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41): **\$40.00**

Enclosed

Authorized charge to Deposit Acct No 10-0100
(Lackebach Siegel, LLP)

8. Charge any additional fees in connection with this submission to our Deposit Account No. **10-0100**

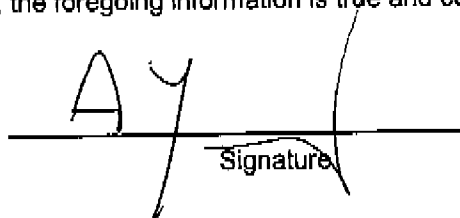
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ANDREW F. YOUNG, ESQ.

Name of Person Signing


Signature

January 3, 2006

Date

Reg. No.: **44,001**

Total number of pages including cover sheet, attachments, and document: **3**

CH \$40.00 100100 29239963

Docket No. AEROS.DP105

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned inventors:

Name	Address
Inventor (1): DANIEL P. AMADO	residing at: 14 Cushing Drive Bridgewater, NJ 08807 U.S.A. Citizenship: U.S.A.
Inventor (2): LUCA BIZZO	residing at: 5 Twin Brooks Court Holmdel, NJ 07733 U.S.A. Citizenship: Italy

declare that they are citizens of the country indicated above and with residences as listed above,

Hereby sell, assign and transfer to **AEROGROUP INTERNATIONAL INC.**, a corporation of the State of New Jersey, Country of U.S.A, hereafter called the "Assignee," having a place of business at: 201 Meadow Road, Edison, NJ 08817, USA.

To its successors, assigns and legal representatives, the entire right, title and interest for the United States and worldwide, in and to any and all improvements which are described and claimed in the

_____ attached specification executed on _____,
XX specification Serial No. **29/239,963**, filed **October 6, 2005**,
 _____ U.S. Letters Patent No. _____; issued _____,

entitled: **WRAP AROUND UPPER SHOE DESIGN**.

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States or worldwide on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States or worldwide on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

The undersigned further declare that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

DATE 12/21/05

Dan Amado (L.S.)
Name: (Daniel P. AMADO)

DATE 12/09/05

Luca Bizzo (L.S.)
Name: (Luca BIZZO)

LACKENBACH SIEGEL, LLP