

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Toppers LLC	04/24/2007
RECEIVING PARTY DATA	
Name:	Corvest SPV LLC
Street Address:	7340 Bryan Dairy Road
City:	Largo
State/Country:	FLORIDA
Postal Code:	33773
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5570495
CORRESPONDENCE DATA	
Fax Number:	(212)813-5901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-813-5900
Email:	abriggie@fzlz.com
Correspondent Name:	Charles T. J. Weigell, Esq.
Address Line 1:	866 United Nations Plaza
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	CORS 0704340
NAME OF SUBMITTER:	Andrew Briggie
Total Attachments: 7 source=Assignment of Patents to Corvest SPV LLC (F0052060)#page1.tif source=Assignment of Patents to Corvest SPV LLC (F0052060)#page2.tif source=Assignment of Patents to Corvest SPV LLC (F0052060)#page3.tif source=Assignment of Patents to Corvest SPV LLC (F0052060)#page4.tif source=Assignment of Patents to Corvest SPV LLC (F0052060)#page5.tif	

CH 5570495 \$40.00

PATENT

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REEL: 019254 FRAME: 0388

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS, dated as of April 25, 2007, is entered into by and among Corvest Group, Inc., a Florida corporation, Adva-Lite, Inc., a Delaware corporation, It's All Greek to Me, Inc., a California corporation, Toppers LLC, a Delaware limited liability company, Corvest Promotional Products, Inc., a Florida corporation, and CGI Incorporated, a Delaware corporation (collectively, "Assignors"), and Corvest SPV LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 28, 2007 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of the right, title and interest of Assignors in and to the patents and patent applications listed on Schedule A hereto (the "Patents") among other Purchased Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignors desire to sell, convey, transfer, assign, and deliver to Assignee, and Assignee desires to acquire, all of Assignors' right title and interest in and to the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby sell, convey, transfer, assign, and deliver to Assignee all of Assignors' right, title and interest in and to (i) the Patents and all counterpart applications and issue patents world-wide, including all inventions disclosed, described and/or claimed therein, and all reissues, divisions, continuations, continuations-in-part and extensions thereof, and including without limitation the subject matter of all claims which may be obtained therefrom, utility models, designs and investor certificates in any country, countries or region, together with the right to file such applications and the right to claim under Patent Laws of the United States, the International Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres; (ii) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, or other violation of the Patents; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Patents; and (iv) all rights corresponding thereto throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignors hereby agree to communicate to the Assignee or its representatives any facts known to Assignors respecting said inventions disclosed in the Patents and improvements thereto, to testify in any legal proceeding relating thereto, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and to execute any and all documents that may be required in order that the Assignee may make application for patents on the inventions disclosed in the Patents in foreign countries in its own name.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or regional authority with corresponding duties to

issue patents and maintain patent records to record and/or register Assignee as owner of the Patents, including any reissues, divisions, continuations, continuations-in-part and extensions thereof, and to issue any and all Patents to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignors shall reasonably cooperate with Assignee in executing appropriate assignment documents, at Assignee's expense, provided by Assignee required for completing the formalities to record, register, secure and maintain to Assignee the rights hereby transferred, upon request of such by Assignee.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Patents to be executed as of the date above first written.

ASSIGNORS:

CORVEST GROUP, INC.

By: [Signature]

Name: Kevin B. McElroy

Title: CEO

ADVA-LITE, INC.

By: [Signature]

Name: Kevin B. McElroy

Title: CEO

IT'S ALL GREEK TO ME, INC.

By: [Signature]

Name: Kevin B. McElroy

Title: CEO

TOPPERS LLC

By: [Signature]

Name: Kevin B. McElroy

Title: CEO

CORVEST PROMOTIONAL PRODUCTS, INC.

By: [Signature]

Name: Kevin B. McElroy

Title: CEO

CGI INCORPORATED

By: [Signature]

Name: Kevin B. McElroy

Title: CEO

SIGNATURE PAGE TO ASSIGNMENT OF PATENTS

PAGE 1

State of FL.)
County of Duval) ss.

On April 24, 2007 before me, Jonathan Jay Kyro a notary public for the State of Florida personally appeared K. McLean, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jonathan Jay Kyro
Signature



NOTARY PUBLIC SEAL

ASSIGNEE:

CORVEST SPV LLC

By: 

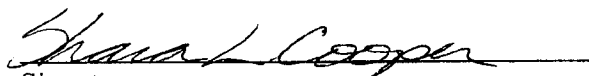
Name: *Kevin Genda*

Title: *Vice President*

State of New York)
) ss.
County of New York)

On April 20, 2007 before me, Shara L. Cooper a notary public for the State of New York personally appeared Kevin Genda, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature

NOTARY PUBLIC SEAL

SHARA L. COOPER
Notary Public, State of New York
No. 01CO6151527
Qualified in New York County
Commission Expires Aug. 21, 2010

SCHEDULE A TO ASSIGNMENT OF PATENTS

<u>Patent No.</u>	<u>Patent</u>	<u>Owner</u>	<u>Date Issued</u>	<u>Where filed</u>
Pat. No. 5,895,112	Bi-Sided Flashlight and Method	Adva-Lite, Inc.	April 20, 1999	USPTO
Pat. No. 2,304,512	Bi-Sided Flashlight and Method	Adva-Lite, Inc.	June 27, 2006	Canada
Pat. No. 2,348,274		Adva-Lite, Inc.	August 21, 2001	Great Britain
<u>Patent No.</u>	<u>Patent</u>	<u>Owner</u>	<u>Date Issued</u>	<u>Where filed</u>
Pat. No. 5,570,495	Decorated luggage and Method	Toppers, LLC	November 5, 1996	USPTO
Pat. No. 6,158,875	Bi-sided Flashlight and Method	Adva-Lite, Inc.	April __, 1999	USPTO