Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			MERGER		
EFFECTIVE DATE:			06/25/2008		
CONVEYING PARTY DATA					
N			ame	Execution Date	
AEROGROUP INTERNATIONAL, INC.				06/25/2008	
RECEIVING PARTY DATA					
Name:	AEROGROUP INTERNATIONAL HOLDINGS, INC.				
Street Address:	201 MEADOW ROAD				
City:	EDISON				
State/Country:	NEW JERSEY				
Postal Code:	08817				
PROPERTY NUMBERS Total: 1					
Property Type			Number 1692		
Patent Number:		D6116	1692		
CORRESPONDENCE DATA					
Fax Number: (914)723-4301					
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Email: JHART@LSLLP.COM					
Correspondent Name: ANDREW F. YOUNG					
Address Line 1: LACKENBACH SIEGEL LLP					
Address Line 2: ONE CHASE ROAD Address Line 4: SCARSDALE, NEW YORK 10583					
ATTORNEY DOCKET NUMBER:			AEROS.DP115		
NAME OF SUBMITTER:			ANDREW F. YOUNG		
Total Attachments: 2 source=SCAN5204_000#page1.tif source=SCAN5204_000#page2.tif					

RECORDATION FORM COVER SHEET PATENTS ONLY					
To: Commissioner of Patents and Trademarks: Please record the attached original document or copy:					
1. Name of conveying party(ies): AEROGROUP INTERNATIONAL, INC. Additional names? Yes <u>x</u> No	2. Name and address of receiving party(ies): AEROGROUP INTERNATIONAL HOLDINGS, INC.				
3. Nature of conveyance: Assignment X Merger Security Agreement Change of Name	201 MEADOW ROAD EDISON, NEW JERSEY 08817				
_ Other Execution Date: JUNE 25, 2008	Additional names & addresses attached? _Yes <u>X</u> No				
 4. Application number(s) or patent number(s): D611,692 Docket No.: AEROS.DP115 5. Additional numbers attached?Yes X No 					
 Name and address of party to whom correspondence should be mailed: Address 	6. Total number of applications and patents involved: <u>30</u>				
associated with Customer No.: 28752 Name: <u>Andrew F. Young</u> Internal Address: <u>Lackenbach Siegel LLP</u> Street Address: <u>One Chase Road</u>	 7. Total fee (37 CFR 3.41): \$<u>40.00</u> Enclosed <u>XX</u> Authorized charge to Deposit Acct No 10-0100 (Lackenbach Siegel LLP) 				
City: <u>Scarsdale</u> State: <u>New York</u> ZIP: <u>10583</u>	8. <u>X</u> Charge any additional fees in connection with this submission to our Deposit Account No. <u>10-0100</u>				
DO NOT USE THIS SPACE					
 9. Statement and signature. To the best of my knowledge and belief, the foregoing a true copy of the original document. <u>ANDREW F. YOUNG, Reg. No. 44,001</u> Name of Person Signing Total number of pages including cover sheet, attack 	g information is true and correct and any attached copy is May 25, 2010 Signature Date				

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ASSIGNMENT

This Assignment Agreement (this "Agreement") is made effective as of June 25, 2008, between Aerogroup International, Inc., a New Jersey corporation ("Assignor"), and Aerogroup International Holdings, Inc., a Delaware corporation ("Assignee"), each having a place of business at 201 Meadow Road, Edison, New Jersey 08817.

WHEREAS, Assignor is the owner of the patents, patent applications, and other intellectual property rights set forth on Schedule A hereto (collectively, the "Patents"); and

WHEREAS, Assignor, the corporate parent of Assignee, and Assignee, a wholly-owned subsidiary of Assignor, are each desirous of executing a document for the purposes of recording title in and to the Patents in the name of Assignee in the United States Patent and Trademark Office("USPTO"), to reflect the correct corporate ownership of the Patents.

NOW THEREFORE, effective as of June 25, 2008, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, all rights, title and interest in and to: (i) the Patents, together with any and all divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, and extensions granted or obtained thereupon and any improvements thereto; and in and to all original, reissued, and reexamined patents which have been or shall be issued in the United States or worldwide on said improvements (collectively the "Patent Rights"); (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable with respect to any of the Patent Rights; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement of any of the Patent Rights; (iv) all rights corresponding to the foregoing throughout the world; and (v) all trade secrets corresponding, or related to the Patents.

Assignor represents that: (i) it is the owner of all rights, title, and interests in and to the Patents; (ii) it has the authority to make and enter into this Agreement; and (iii) it knows of no other person or entity which has the right to use, or has made any claim pertaining to the right to use the Patents or the invention described therein.

Assignor hereby agrees to execute all papers, and to perform all other proper acts requested by Assignee or its successors or assigns to secure to Assignee or its successors or assigns the rights hereby transferred. At Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents necessary to confirm and effect the assignment and transfer to Assignee of all of Assigner's right, title, and interest in and to the Patent Rights.

AEROGROUP INTERNATIONAL, INC.

By: C Howard N. Aronson Name: Title: Attorney-in-Fact June 25, 2008 Effective:

RECORDED: 05/26/2010

PATENT REEL: 024434 FRAME: 0605

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