

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
Arrow Group Industries, Inc.	06/25/2010

**RECEIVING PARTY DATA**

Name:	Arrow Shed, LLC
Street Address:	1680 Route 23 North
Internal Address:	P.O. Box 928
City:	Wayne
State/Country:	NEW JERSEY
Postal Code:	07474

**PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	6076328
Patent Number:	6543197
Patent Number:	7509776
Patent Number:	D527112
Patent Number:	D525724
Patent Number:	D525718
Patent Number:	D525373

**CORRESPONDENCE DATA**

Fax Number: (631)501-3526  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6315015700  
 Email: docket@cdfslaw.com, ldavis@cdfslaw.com  
 Correspondent Name: Carter, DeLuca, Farrell & Schmidt, LLP  
 Address Line 1: 445 Broad Hollow Rd.  
 Address Line 2: Suite 420

**CH \$280.00 6076328**

Address Line 4: Melville, NEW YORK 11747

ATTORNEY DOCKET NUMBER:

1325-35

NAME OF SUBMITTER:

Pina M. Campagna

Total Attachments: 9

source=00155063#page1.tif

source=00155063#page2.tif

source=00155063#page3.tif

source=00155063#page4.tif

source=00155063#page5.tif

source=00155063#page6.tif

source=00155063#page7.tif

source=00155063#page8.tif

source=00155063#page9.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*Assignment*”) is made effective as of June 25, 2010 (“*Closing Date*”, as defined in the Purchase Agreement) by and between Arrow Shed, LLC, a Delaware limited liability company (“*Buyer*”), and Arrow Holding Corporation, a Delaware corporation, Arrow Group Industries, Inc., a Delaware corporation, and Arrow Group Industries, Inc.-Europe, a Delaware corporation (collectively, “*Seller Parties*”) (Buyer and Seller Parties, collectively, the “*Parties*”).

WHEREAS, Seller Parties and Arrow Sheds Holdings, LLC (“*Holdings*”) have heretofore entered into a certain Amended and Restated Asset Purchase Agreement, dated as of June 24, 2010 (the “*Purchase Agreement*”), through which Seller Parties, individually and collectively, will assign, transfer and convey to Holdings, all of their rights in and to the Intellectual Property (as defined in the Purchase Agreement); and Holdings, therefore, will assume all right and title in and to said Intellectual Property;

WHEREAS, pursuant to Section 9.07 of the Purchase Agreement, Holdings assigned its rights to purchase the Intellectual Property to its wholly owned subsidiary, Buyer; and

WHEREAS, through this Assignment, the Parties hereby confirm and memorialize their agreement with respect to the assignment of the Intellectual Property to Buyer.

NOW, THEREFORE, in consideration of the mutual promises herein made and the mutual benefits to be derived therefrom, and in consideration of the representations, warranties and covenants contained herein, the Parties agree and confirm as follows.

1. As of the Closing Date, Seller Parties, individually and collectively, hereby expressly sell, assign, convey, and transfer to Buyer, its successors and assigns, Seller Parties’ entire right, title and interest in and to the Intellectual Property worldwide, including, without limitation, the patents, trademarks, copyrights, the goodwill symbolized by any of the foregoing, and all registrations and applications therefor as set forth on **Schedule A** attached hereto, together with the right to recover for damages and profits for past and future infringements and misappropriations of any part of the Intellectual Property and the right to sue for and recover the same throughout the world.

2. Seller Parties are executing and delivering this Assignment in accordance with and expressly subject to all of the terms and provisions of the Purchase Agreement. As noted herein, all capitalized terms that are not defined in this Assignment shall have the meaning assigned to them in the Purchase Agreement.

3. This Assignment may be made of record in the United States Patent and Trademark Office and any other U.S. and foreign government offices as desired by Buyer. The Parties further agree and confirm that they will provide and/or execute any other documents or agreements that may be necessary to effect the foregoing Assignment.

4. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Parties hereto.

5. This Assignment and any claim related directly or indirectly to this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of law thereof that would defer to the substantive laws of any other jurisdiction. The parties further agree that, following the Bankruptcy Period, any action or proceeding with respect to such controversy, claim or dispute shall be brought against any of the parties exclusively in either the United States District Court for the Southern District of New York or any state court of the State of New York located in such district, and each of the parties hereby consents to the personal jurisdiction of such court (and to the appropriate appellate courts) in any such action or proceeding and waives any objection, including, without limitation, any objection to the laying of venue or on the grounds of forum non conveniens, which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions. Each party hereby irrevocably consents to the service of process of any of the aforesaid courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the other parties to such action or proceeding. Each party acknowledges and agrees that any controversy which may arise under this Assignment is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution copies of this Assignment may be delivered by facsimile or electronic mail which shall be deemed to be an original for the purposes of this Assignment.

**IN WITNESS WHEREOF**, the Parties have executed this Assignment, by their duly authorized representatives.

**BUYER:**

ARROW SHED, LLC

By: Patrick J. Halloran

Name: Patrick J. Halloran

Title:

Date: President

*Signature Page to Intellectual Property Assignment Agreement*

**SELLER PARTIES:**

ARROW HOLDING CORPORATION

By: *Luke Hosonitz*  
Name: LUKE HOSONITZ, JR.  
Title: E.V.P. FINANCE/C.F.O.  
Date:

ARROW GROUP INDUSTRIES, INC

By: *Luke Hosonitz*  
Name: LUKE HOSONITZ, JR.  
Title: E.V.P. FINANCE/C.F.O.  
Date:

ARROW GROUP INDUSTRIES, INC.-EUROPE

By: *Luke Hosonitz*  
Name: LUKE HOSONITZ, JR.  
Title: E.V.P. FINANCE/C.F.O.  
Date:

**Schedule A**

*[to be provided]*

## Trademarks

<b>Registered Owner</b>	<b>Registration No.</b>	<b>Trademark</b>	<b>Registration Date/Country</b>
Arrow Group Industries, Inc.	2,216,709	EZEE SHED	January 5, 1999/USA
Arrow Group Industries, Inc.	1,291,825	YARDSAVER	August 8, 1984/USA
Arrow Group Industries, Inc.	1,047,993	STORETTE	September 14, 1976/USA
Arrow Group Industries, Inc.	1,206,943	ARROW WORLD'S LEADING MAKER OF STORAGE BUILDINGS & Design	September 7, 1982/USA
Arrow Group Industries, Inc.	1,206,944	ARROW & Design	September 7, 1982/USA
Arrow Group Industries, Inc.	1,206,945	ARROW	September 7, 1982/USA
Arrow Group Industries, Inc.	TMA 553,849	EZEE SHED	September 29, 2000/Canada
Arrow Group Industries, Inc.	TMA 611,462	PERMAPLATE & DESIGN	May 28, 2004/Canada
Arrow Group Industries, Inc.	1996 2116 VR	A ARROW & Design	March 29, 1996/Denmark
Arrow Group Industries, Inc.	95 585629	ARROW & Design	August 24, 1995/France
Arrow Group Industries, Inc.	1678307	A ARROW & Design	July 11, 1991/France
Arrow Group Industries, Inc.	39534808	ARROW & Design	April 15, 1997/German
Arrow Group Industries, Inc.	729927	ARROW & Design	October 16, 1997/Italy
Arrow Group Industries, Inc.	2012502	ARROW & Design	August 15, 1997/United Kingdom
Arrow Group Industries, Inc.	629279	EZEE SHED	January 21, 1999/Community Trademarks



### Copyright Registrations

<b>Registered Owner</b>	<b>Copyright Registration No.</b>	<b>Title</b>	<b>Date of Issue/Country</b>
Arrow Acquisition, Inc.	GP 118771	"3D" screen, 2 large square projections/door design	1977/USA
Arrow Acquisition, Inc.	GP 118772	"3D" screen, 4 long narrow projections/door design	1977/USA
Arrow Acquisition, Inc.	GP 118773	"3D" door screen for MW 4450 series design	1977/USA
Arrow Acquisition, Inc.	GP 118774	"2D" door screen—3 squares on squares all projections design	1977/USA
Arrow Acquisition, Inc.	GP 118775	"3D" door screen—3 square projections/door design	1977/USA
Arrow Acquisition, Inc.	GP 118776	"3D" door screen—8 square recesses/door design	1977/USA
Arrow Acquisition, Inc.	GP 118777	"3D" door screen for GR series design	1977/USA
Arrow Acquisition, Inc.	GP 118778	"3D" door screen for CA series design	1977/USA
Arrow Acquisition, Inc.	GP 118779	"3D" door screen for MT series design	1977/USA
Arrow Acquisition, Inc.	GP 118780	"3D" door screen for NP series design	1977/USA
Arrow Acquisition, Inc.	GP 118781	"3D" door screen for SR series design	1977/USA
Arrow Acquisition, Inc.	GP 118782	"3D" door screen for CT series design	1977/USA
Arrow Acquisition, Inc.	GP 118783	"3D" door screen for SB, SR, TC and HB series design	1977/USA
Arrow Acquisition, Inc.	GP 118784	"3D" door screen for MT scenic tropical design	1977/USA

Arrow Acquisition, Inc.	GP 118785	“3D” door screen for MT scenic planter design	1977/USA
Arrow Acquisition, Inc.	GP 118786	“3D” door screen for MT scenic bistro design	1977/USA
Arrow Acquisition, Inc.	GP 120291	“3D” door screen for MW 4470 series design	1977/USA
Arrow Acquisition, Inc.	GP 121813	“3D” door screen design	1977/USA
Arrow Acquisition, Inc.	A37532	1969 Arrow Towner All-Steel Lawn and Patio Storage Houses	1968/USA
Arrow Acquisition, Inc.	A37531	Arrow Introduces the New Era in Storage House Style and Construction	1968/USA
Arrow Acquisition, Inc.	A37530	1969 Arrow Chalet All-Steel lawn and Patio storage houses	1968/USA
Arrow Acquisition, Inc.	A37528	1969 Arrow Contemporary All-Steel lawn and patio storage houses	1968/USA
Arrow Acquisition, Inc.	A37529	1969 Arrow Rancher All-Steel lawn and Patio Storage Houses	1968/USA
Arrow Acquisition, Inc.	A990602	New! Suburban lawn & patio storage houses	1967/USA
Arrow Acquisition, Inc.	A990601	Arrow all steel lawn & patio storage houses for 1968	1967/USA
Arrow Acquisition, Inc.	A990604	Arrow standard & “Fashionables”	1967/USA
Arrow Acquisition, Inc.	A990603	Show special	1967/USA

**Patents**

**A. Arrow Group Industries, Inc.**

<b>Inventor</b>	<b>Patent No.</b>	<b>Invention</b>	<b>Date of Issue/Country</b>
J. Wetzel, et al.	6,076,328	Storage Building and Apparatus For Constructing A Storage Building	June 20, 2000/USA
	6,543,197	Snap-Panel Connection Apparatus	April 8, 2003/USA

	Pub. No. 242414	Elongated Spring Clip members for Storage Buildings	Pub. 2/13/03/Australia
	Pub. No. 242413	Snap-Fit Panel Connection Apparatus	Pub. 2/13/03/Australia
	Pub. No. 242412	Snap-fit Corner Connection Apparatus for a Storage Solution	Pub. 2/13/03/Australia
	Pub. No. 708922	Storage Building and Apparatus	Pub. 8/19/99/Australia
S. Danhof	Pub. No. 2229256	Storage Building and Apparatus for Constructing a Storage Building	February 12, 1998/Canada
	Pub. No. 2384534	Snap-Fit Panel Connection Apparatus	Pub. 2/10/03/Canada
S. Danhof	124400	Storage Building and Apparatus for Constructing Storage Building	June 20, 2001/Israel
	Pub. No. 149692	Elongated Spring Clip Members for Storage Buildings	Pub. 11/10/02/Israel
	Pub. No. 149691	Snap-Fit Corner Connection Apparatus for a Storage Building	Pub. 11/10/02/Israel
	Pub. No. 149690	Snap-Fit Panel Connection Apparatus	Pub. 11/10/02/Israel
S. Danhof	984004184	Storage Building and Apparatus for Constructing Storage Building	February 20, 1996/Europe
	Pub. No. 1284329	Elongated Spring Clip Members for Storage Building	Pub. 2/19/03/Europe
	Pub. No. 1283372	Snap-Fit Corner Connection apparatus for a Storage Building	Pub. 2/12/03/Europe
	Pub. No. 1283308	Snap-Fit Panel Connection Apparatus	Pub. 2/12/03/Europe
R. Reisman	7,509,776	Modular storage shed system	2/28/05
R. Reisman	D527,112	Storage shed frame	2/28/05
R. Reisman	D525,724	Peg panel for storage shed	2/28/05
R. Reisman	D525,718	Keystone for storage shed	2/28/05
R. Reisman	D525,373	Raised panel for storage shed	2/28/05
	Patent Pub. No. 2537848	"Modular Storage Shed System"	Canada/5/19/09