

Total Attachments: 11

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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS, made as of March 1, 2006 ("Trademark Assignment"), from AIRWAY INDUSTRIES, INC., a Pennsylvania corporation ("Assignor"), to TRAVELPRO INTERNATIONAL, INC., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to an Asset and Stock Purchase Agreement dated as of January 9, 2006, by and among Assignee, Assignor, Austin House, Inc., a New York corporation and Cerberus Partners, L.P., a Delaware limited partnership (the "Purchase Agreement"), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Acquired Assets (as defined in the Purchase Agreement);

WHEREAS, in consideration for Assignor's sale, assignment, transfer, conveyance and delivery to Assignee of the Acquired Assets in accordance with the terms and conditions of the Purchase Agreement, Assignee is paying to Assignor the Closing Purchase Price (as defined in the Purchase Agreement);

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the Trademarks (as defined in the Purchase Agreement), including, without limitation, those set forth on Schedule A attached hereto, and has a registration for, or has filed an application to register, certain of the Trademarks in the United States Patent and Trademark Office and the foreign jurisdictions, all as set forth on Schedule A; and

WHEREAS, in connection with Assignee's acquisition of the Acquired Assets, Assignee desires to acquire, and Assignor is willing to convey, Assignor's entire right, title and interest in, to and under the Trademarks, all goodwill associated therewith, and all common law rights therein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in, to and under the Trademarks (including, without limitation, those set forth on Schedule A), including common law rights, together with the goodwill symbolized by and associated with the Trademarks, and all registrations and applications relating to the Trademarks, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment and sale had not been made; together with all income, royalties, fees and payments now or hereafter due or payable in respect of the Trademarks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Trademarks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

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TRADEMARK

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Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any Governmental Entity (both foreign and domestic) or third parties of Assignee's ownership of all right, title and interest in, to and under the Trademarks and the goodwill associated therewith.

Assignor hereby represents and warrants that it is the sole owner of the Trademarks free and clear of all Liens.

Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Trademark Assignment, the provisions of the Purchase Agreement shall control.

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of law principles thereof.

Any legal action or proceeding hereunder shall be brought in accordance with Section 15.16 of the Purchase Agreement.

Nothing expressed or implied herein is intended to confer upon any person or entity, other than Assignee and its respective successor and assigns, any rights, remedies, obligations or liabilities under or by reason of this Trademark Assignment or the Purchase Agreement. Notwithstanding the foregoing, Assignee may assign its rights and obligations under this Trademark Assignment to any Affiliate of Assignee without the prior written consent of Assignor.

This Trademark Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

If any provision of this Trademark Assignment shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Trademark Assignment Agreement shall not be affected and shall remain in full force and effect.

All capitalized terms used in this Trademark Assignment and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed on as of the first date above written to be effective as of such date.

AIRWAY INDUSTRIES, INC.

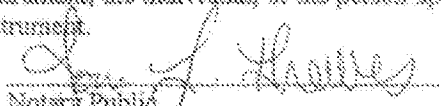
By: William Berry
Name: WILLIAM BERRY
Title: RESIDENT / CEO

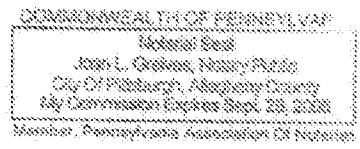
COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF

On March 1, 2006 before me, the undersigned, personally appeared William Berry, being the President and CEO, an authorized officer of Airway Industries, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual, acted, executed the instrument.


Notary Public
Expiration Date: September 28, 2008



SCHEDULE A

Trademarks: Registered and Applied to be Registered

Trademarks: Registered and Applied to be Registered

Registered Trademarks

Ref.	Trademark	Country	Reg. No.	Reg. Date	Renewal Date
010310-00217-10	MONACO	US	1,425,754	01/20/1987	01/20/2007
010310-00217-11	NEWPORT	US	1,425,753	01/20/1987	01/20/2007
010310-00217-16	INFINITY	US	1,202,710	07/27/1982	07/27/2012
010310-00217-17	CONCEPT	US	1,202,709	07/27/1982	07/27/2012
010310-00217-2	MAKOUS	US	1,082,536	01/17/1978	01/17/2008
010310-00217-34	ENCODE	US	989,934	08/06/1974	08/06/2008
010310-00217-39	EUROPA	US	880,282	11/11/1969	11/11/2009
010310-00217-40	DISCOVERY	US	857,291	09/24/1968	09/24/2008
010310-00217-41	GRAND TOUR	US	854,421	08/13/1968	08/13/2008
010310-00217-43	TORONADO	US	833,861	08/22/1967	08/22/2007
010310-00217-43	SHU-PAK & Design	US	819,329	11/29/1966	11/29/2006
010310-00217-44	PERM-IDENT	US	814,772	09/13/1966	09/13/2006
010310-00217-47	GALAXY	US	692,655	03/01/1960	03/01/2010
010310-00217-6	VISTA	US	1,508,244	10/18/1988	10/18/2008
010310-00217-7	RENDEZVOUS	US	1,508,134	10/11/1988	10/11/2008
010310-00217-8	TRI-FOLD	US	1,508,133	10/11/1988	10/11/2008
010310-00217-9	AMERICA'S LEADER IN SOFT-SIDED LUGGAGE	US	1,508,432	09/20/1988	09/20/2008
010310-00224	BACK BRIEF	US	2,306,549	03/28/2000	03/28/2006
010310-00226	ATLANTIC LUGGAGE CO. SINCE 1919	US	2,308,342	01/18/2000	01/18/2006
010310-00228	SYMMETRY (in process of renewing)	US	2,298,838	12/07/1999	12/07/2005
010310-00230	ATLANTIC EPIC	US	2,412,801	12/12/2000	12/12/2006
010310-00243	COMPASS	US	2,388,423	09/19/2000	09/19/2006
010310-00245	ATLANTIC CORPORATE ESSENTIALS	US	2,375,967	08/08/2000	08/08/2006
010310-00261	ATLANTIC ULTRA	US	2,375,983	08/08/2000	08/08/2006
010310-00263	ATLANTIC LEGEND	US	2,388,434	09/19/2000	09/19/2006
010310-00267	ATLANTIC CABERNA	US	2,559,538	04/09/2002	04/09/2008
010310-00279	ATLANTIC PREFERRED	US	2,404,023	03/06/2001	03/06/2007

Ref.	Trademark	Country	Reg. No.	Reg. Date	Renewal Date
010310-00283	ATLANTIC EXPEDITIONS	US	2,381,863	08/29/2000	08/29/2006
010310-00302	SERENITY	US	2,371,821	05/21/2002	05/21/2008
010310-00307	UNIBODY	US	2,448,229	05/01/2001	05/01/2007
010310-00343	INTEGRITY	US	2,458,133	06/02/2001	06/02/2007
010310-00429	ATLANTIC AIR	US	2,428,965	02/13/2001	02/13/2007
010310-00443	TACE	US	2,428,971	02/13/2001	02/13/2007
010310-00458	NETRACE	US	2,519,569	12/18/2001	12/18/2007
010310-00515	4 RUNNER	US	2,560,250	04/09/2002	04/09/2008
010310-00535	EVO BACKSIDE	US	2,501,890	10/30/2001	10/30/2007
010310-00569	ODYSSEY	US	1,848,861	08/09/1994	08/09/2000
010310-00629	DURAFRAME	US	2,610,762	08/28/2002	08/28/2008
010310-00628	SANTA CLARA	US	2,629,438	10/01/2002	10/01/2008
010310-00643	ENTERPRISE	US	2,626,733	09/24/2002	09/24/2008
103627	AIRWAY	US	307,824	11/14/1933	11/14/2008
103628	SEA HORSE DESIGN	US	1,629,175	12/25/1990	12/25/2010
103629	AIRPLANE DESIGN	US	1,083,329	01/24/1978	01/24/2008
103630	AIRWAY INDUSTRIES INC.	US	1,103,893	10/10/1978	10/10/2008
118338	ENCORE AND DESIGN	US	1,752,948	02/16/1993	02/16/2013
120284	OPTIMA	US	1,858,614	10/18/1994	03/23/2010
123348	DURATEX	US	1,658,250	09/24/1991	09/24/2011
124227	4 X 4 FOLK WHEEL DRIVE	US	3,049,665	04/01/1997	04/01/2008
127982	TITANIUM	US	2,102,282	09/30/1997	09/30/2008
128281	IMPACT	US	2,059,485	05/06/1997	05/06/2003
128303	ETERNITY	US	2,203,141	11/10/1998	11/10/2006
128948	COBALT	US	2,120,632	12/09/1997	12/09/2008
44024	VAL-A-MATE	US	1,390,795	04/22/1986	04/22/2006
49085	GRASSHOPPER	US	1,466,348	11/24/1987	11/24/2007
49948-2	SPACE-MATE	US	1,507,107	10/04/1988	10/04/2008
82530	VAL-A-PAK	US	320,688	01/01/1953	01/01/2018
84442	DESIGN OF SEA HORSE	US	304,356	11/30/1943	11/30/2008
84444	ATLANTIC (stylized)	US	816,805	10/18/1966	10/18/2006
84447-2	ATLANTIC & DESIGN	US	1,435,328	09/01/1987	09/01/2007
84446	ATLANTIC W/SEA HORSE DESIGN	US	853,756	08/03/1968	08/03/2008
	PRECEDENCE	US	2,742,713	07/29/2003	07/29/2008
	ATLANTIC SOLSTICE	US	3,871,507	08/16/2004	08/16/2009
	KNOW HOW TO TRAVEL	US	2,723,952	06/10/2003	06/10/2008

Initial/Date

ODYSSEY US 1,848,861 8/9/94

Ref.	Trademark	Country	Reg. No.	Reg. Date	Renewal Due	Initial/Date
010310-00575	TRAVEL ESSENTIALS	US	1,919,732	09/19/1993	09/19/2010	
010310-00576	TRAVEL ESSENTIALS	US	2,613,904	09/03/2002	09/03/2008	
010310-00578	XPANDR-POUCH	US	2,096,637	09/16/1997	09/16/2008	
010310-00586	AUSTIN HOUSE & Design	US	2,665,099	12/24/2002	12/24/2008	
010310-00594	WAIST SAFE	US	2,346,822	03/12/2002	03/12/2008	
010310-00665	NECK SAFE	US	2,639,330	10/22/2002	10/22/2008	
010310-00665	AUSTIN HOUSE & Design	US	1,352,362	08/20/1983	08/20/2010	
010310-00669	BIG WHEELS	US	2,739,116	7/15/03		
010310-00682	GATE SAFE	US	2,751,448	8/12/03		
010310-00671	ATLANTIC & SEAHORSE DESIGN	Andorra	13329	09/14/1999	09/14/2009	
84445-2C	ATLANTIC (work & seahorse)	Australia	AS12631	06/13/1989	06/13/2006	
010310-00387	ATLANTIC & SEAHORSE DESIGN	Bahrain	26112	08/25/2002	08/25/2009	
010310-00230	ATLANTIC & Design	Berlin	0652005	08/28/2005	08/28/2008	
109385	ATLANTIC & DESIGN (pending renewal)	Canada	119,167	08/19/1960	08/19/2005	
84443-2B	ATLANTIC & DESIGN	Canada	TMA390,440	11/22/1991	11/22/2006	
125646	VAL-A-PAK	Canada	TMA498,859	08/18/1998	08/18/2013	
010310-00564	AUSTIN HOUSE & Design	Canada	TMA551,309	09/21/2001	09/21/2016	
010310-00566	BIG BUDS	Canada	TMA298,666	12/28/1988	12/28/2014	
010310-00567	NECK SAFE	Canada	TMA421,802	01/07/1994	01/07/2009	
010310-00568	ODYSSEY	Canada	TMA428,740	04/29/1994	04/29/2009	
010310-00570	TELEPLUG-ONE	Canada	TMA470,167	01/30/1997	01/30/2012	
010310-00572	TOTE-A-TOTE	Canada	TMA470,186	01/30/1997	01/30/2012	
010310-00574	TRAVEL ESSENTIALS	Canada	TMA407,147	01/22/1993	01/22/2008	
010310-00577	WAIST SAFE	Canada	TMA421,803	01/07/1994	01/07/2009	
010310-00381	ATLANTIC & SEAHORSE DESIGN	Chile	572,802 557,202	12/29/1999	12/29/2009	
010310-00231	ATLANTIC (& seahorse design)	China	1416701	07/07/2000	07/06/2010	
010310-00407	ATLANTIC & SEAHORSE DESIGN	China	1560618	04/28/2001	04/27/2011	
010310-00377	ATLANTIC & SEAHORSE DESIGN	Colombia	223470	12/28/1999	12/27/2009	
010310-00371	ATLANTIC & SEAHORSE DESIGN	Czech Republic	145081 226381	09/22/2000 8/25/08	07/13/2009	
010310-00249	ATLANTIC & Design	Denmark	VR309109508	02/14/2001	02/14/2011	
010310-00417	ATLANTIC & Seahorse Design	Dominican Republic	0108192	11/15/1999	11/15/2019	

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Ref.	Trademark	Country	Reg. No.	Reg. Date	Renewal Due	Initial/Date
010310-00377	ATLANTIC & SEAHORSE DESIGN	Estonia	32324	09/28/2000	09/28/2010	
010310-00302	ATLANTIC & SEAHORSE DESIGN	Europe	001040682	01/13/1999	01/13/2009	
010310-00337	AIRWAY & AIRPLANE DESIGN	Europe	001091543	05/03/1999	03/02/2009	
010310-00388	ATLANTIC & SEAHORSE DESIGN	Fiji Islands	99000357	08/23/2000	08/21/2008	
010310-00234-1	ATLANTIC	France	98738830	**/**/****	06/25/2008	
010310-00469	ATLANTIC & Seahorse Design	Gaza	7012	04/11/2001	04/11/2007	
010310-00233	ATLANTIC & seahorse design)	Germany	39849837	09/01/1999	09/06/2008	
010310-00268	AIRWAY	Germany	866,947	11/23/1988	11/20/2008	
010310-00421	AIRWAY & Airplane Design	Germany	39949141	12/07/2000	08/13/2009	
010310-00314	ATLANTIC & SEAHORSE DESIGN	Gibraltar	8073	04/01/1999	08/21/2008	
010310-00236	ATLANTIC (& seahorse design)	Hong Kong	079007999	06/15/1998	06/19/2006	
010310-00316	ATLANTIC & SEAHORSE DESIGN	Hungary	163200	01/09/2001	05/24/2009	
010310-00319	ATLANTIC & SEAHORSE DESIGN	Iceland	99000536-	05/04/1999	05/04/2009	
010310-00234-2	ATLANTIC	International	536 / 1999 700,366	**/**/****	03/05/2008	
010310-00418	ATLANTIC & Seahorse Design	Iran	91697	11/14/1999	11/14/2009	
010310-00236	ATLANTIC & Design	Ireland	209432	10/30/1999	10/29/2008	
010310-00232	ATLANTIC (& seahorse design)	Japan	4485054	08/04/2000	08/04/2010	
010310-00581	AUSTIN HOUSE & BIRD DESIGN	Japan	3,250,984	01/31/1997	01/31/2007	
010310-00419	ATLANTIC & SEAHORSE DESIGN	Kazakhstan	10671	08/02/2000	09/02/2009	
010310-00413	ATLANTIC (& seahorse design)	Kenya	90522	08/18/2001	08/18/2007	
100435	ATLANTIC & DESIGN & KOREAN CHARACTERS	Korea	189170	03/05/1990	03/05/2010	
010310-00778	ATLANTIC & SEAHORSE DESIGN	Latvia	644226	06/29/2000	06/28/2009	
010310-00325	ATLANTIC & SEAHORSE DESIGN	Lebanon	79217	03/28/1999	03/28/2014	
010310-00378	ATLANTIC & SEAHORSE DESIGN	Lithuania	040457	10/17/2000	06/29/2009	

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010310-00234-2	ATLANTIC	International	700,336A	12/9/1998	12/9/2008
010310-00234-2	ATLANTIC	International	700,336B	12/9/1998	12/9/2008

 Terry C. Carr
 Director of Finance

Date: _____

Trademark (27)(1)(a), 27(1)(b) & 9, reg. 4

Ref.	Trademark	Country	Reg. No.	Reg. Date	Renewal Due	Initial/Date
010310-00409	ATLANTIC & SEAHORSE DESIGN	Maha	30517	08/30/2006	08/30/2013	
010310-00414	ATLANTIC & SEAHORSE DESIGN	Mauritius	165	03/05/2001	06/30/2008	
010310-00382	ATLANTIC & SEAHORSE DESIGN	Mexico	620041	06/17/1999	06/17/2009	
24444-5-1	ATLANTIC	New Zealand	299689	03/09/2000	10/15/2005	
010310-00247	ATLANTIC & Design	Norway	199837	10/14/1999	10/14/2009	
010310-00338	AIRWAY & AIRPLANE DESIGN	Norway	198634	07/29/1999	07/29/2009	
010310-00384	ATLANTIC & Seahorse Design	OAPI	41533	06/12/2000	09/07/2009	
010310-00330	ATLANTIC & SEAHORSE DESIGN	Panama	100134	04/20/1999	04/20/2009	
010310-00383	ATLANTIC & seahorse design	Paraguay	231672	12/29/2000	12/29/2010	
010310-00335	ATLANTIC & Design	Portugal	706336A	02/02/2000	02/02/2010	
010310-00317	ATLANTIC & SEAHORSE DESIGN	Romania	39630	05/26/1999	05/26/2009	
010310-00310-1	ATLANTIC AND SEAHORSE DESIGN	Sarawak	10076	04/26/1988	04/26/2008	
010310-00321	ATLANTIC & SEAHORSE DESIGN	Saudi Arabia	544743	10/18/2000	01/10/2009	
010310-00709	ATLANTIC & SEAHORSE DESIGN	Singapore	T99/02397E	09/11/1999	09/11/2009	
010310-00374	ATLANTIC & SEAHORSE DESIGN	Slovenia	9970943	03/16/1999	07/09/2009	
010310-00329	ATLANTIC & SEAHORSE DESIGN	South Korea	484993	01/09/2001	01/09/2011	
010310-00405	ATLANTIC & SEAHORSE DESIGN	South Korea	506198 0500912	09/08/2001	09/08/2011	
010310-00234	ATLANTIC & Design	Spain	2211536	02/21/1999	02/03/2009	
010310-00269	ATLANTIC & SEAHORSE DESIGN	Switzerland	463787	01/20/1999	01/20/2009	
010310-00366	ATLANTIC & SEAHORSE DESIGN	Taiwan	30982896- 00952986	08/01/2001	07/31/2010	
108330	ATLANTIC	Taiwan	491,431	09/01/1990	07/31/2010	
010310-00312	ATLANTIC & SEAHORSE DESIGN	Thailand	TM121463	10/12/2000	06/17/2009	
101628-4	SEAHORSE DESIGN	Thailand	J38358 -EX-1000	02/27/1999	10/02/2009	
010310-00311	ATLANTIC & SEAHORSE DESIGN	Turkey	204348	02/27/1999	02/23/2009	

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*103628-4 SEAHORSE DESIGN THAILAND Kor 102634

Ref.	Trademark	Country	Reg. No.	Reg. Date	Renewal Due
010310-00436	ATLANTIC & SEAHORSE DESIGN	Turkmenistan	7076	09/11/2002	09/11/2011
010310-00377	ATLANTIC & SEAHORSE DESIGN	Ukraine	24555	04/15/2002	06/29/2009
010310-00323	ATLANTIC & SEAHORSE DESIGN	United Arab Emirates	31971	06/21/2000	06/21/2009
010310-00233	ATLANTIC (& seahorse design)	United Kingdom	2,173,487	08/21/1998	08/21/2008
84444.3	ATLANTIC	United Kingdom	1,344,949	03/11/1988	05/11/2008
84444.3	ATLANTIC AND SEA HORSE	United Kingdom	1,344,949 1,344,393	03/14/1988	05/14/2008
010310-00394	ATLANTIC & SEAHORSE DESIGN	Uruguay	315,752	02/24/2000	02/24/2010
010310-00410	ATLANTIC & SEAHORSE DESIGN	Vietnam	36034	01/30/2001	09/29/2009
010310-00415	ATLANTIC & SEAHORSE DESIGN	Zimbabwe	99001141	09/09/2000	09/09/2009

Pending Trademark Applications

Ref.	Trademark	Country	Serial No.	Filing Date	Status
010310-00537	ATLANTIC EXPRESS	US	78/208,001	01/28/2003	Allowed
	ATLANTIC ALTITUDE	US	76/632,008	2/15/2005	Allowed
	QUAD WHEEL DRIVE	US	76/617,787	10/25/2004	Allowed
	SMART FRAME	US	76/382,719	3/26/2004	Allowed
	CONVERTIBLE	US	76/617,455	10/25/2004	
	GRAPHITE	US	76/648,789	10/19/2005	
010310-00780	ATLANTIC & SEAHORSE DESIGN	Brazil	822740389	08/17/2006	
010310-00659	KNOW-HOW TO TRAVEL	Canada	1,120,159	11/01/2001	
010310-00873	RIP TIDE	Canada	1,131,966	02/20/2002	
	INFINITY	Canada	1,248,816	02/28/2005	
010310-00875	BIG WHEELS	Canada	1,129,298	01/23/2002	
010310-00884	GATE SAFE	Canada	1,159,522	04/24/2002	
010310-00410	ATLANTIC & SEAHORSE DESIGN	Cyprus	54234	2003	
010310-00353	ATLANTIC & SEAHORSE DESIGN	Egypt	122349	08/15/1999	
010310-00234	ATLANTIC & SEAHORSE DESIGN	France	98/751298	09/24/1998	
010310-00369	ATLANTIC & SEAHORSE DESIGN	India	681402		

Jerry Carr
Director of Finance

Date

Ref.	Trademark	Country	Serial No.	Filing Date	Status	Initial/Date
010310-00370	ATLANTIC & SEAHORSE DESIGN	Kuwait	44243	2002		
010310-00310	ATLANTIC & SEAHORSE DESIGN	Malaysia	3000/08941	07/07/2000		
010310-00322	ATLANTIC & SEAHORSE DESIGN	Oman	19469 19469	02/13/1999		
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Common Law Trademarks and Trade Names

John 3/4/07