

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amerex Group Inc.		01/03/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Amerex Group, LLC
Street Address:	512 Seventh Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76039678	1 MADISON
Registration Number:	1507275	AUSABLE
Registration Number:	1461031	JESSICA HALE
Registration Number:	1104807	MULBERRY STREET
Registration Number:	1806769	N E S W
Registration Number:	2317029	STATIC
Registration Number:	1579143	STOW IT A WAY
Registration Number:	1500615	STREAM DESIGNS
Registration Number:	2721816	TRAIL DESIGNS
Registration Number:	1712730	TRAIL DESIGNS
Serial Number:	78234641	WEATHER TAMER
Registration Number:	2808418	WEATHER TAMER
Registration Number:	1561092	WEATHER TAMER
Registration Number:	2854834	WEATHER TAMER

OP \$415.00 76039678

Registration Number:	3032203	WXTREME
Serial Number:	78526632	XTREME WEATHERTAMER SPORT

CORRESPONDENCE DATA

Fax Number: (212)953-7201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 415-9200
Email: ny.trademark@dorsey.com
Correspondent Name: Dorsey & Whitney LLP
Address Line 1: 250 Park Avenue, 15th Floor
Address Line 4: New York, NEW YORK 10177

ATTORNEY DOCKET NUMBER:	443115-00028
NAME OF SUBMITTER:	Sandra Edelman
Signature:	/se/
Date:	05/09/2006

Total Attachments: 7
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TRADEMARK ASSIGNMENT
by Amerex Group Inc.

WHEREAS, pursuant to that certain Purchase and Contribution Agreement (the "Purchase Agreement"), dated as of January 3, 2006, by and among Amerex Group Inc., a New York corporation ("Assignor"), Amerex Group, LLC, a Delaware limited liability company ("Assignee"), and Ira Ganger, Assignor has agreed to sell the Purchased Assets (as defined in the Purchase Agreement) to Assignee; and

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the intellectual property of Assignor being sold to Assignee pursuant to the Purchase Agreement, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys, as of January 3, 2006, to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, all the domestic and foreign trademarks (including common-law trademarks), service marks, trade names, trade dress, slogans, logos and other proprietary rights to various words and emblems used to operate the Business (as that term is defined in the Purchase Agreement) (collectively, the "Trademarks"), including, without limitation, the registrations and pending applications set forth on Exhibit A attached hereto.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and/or future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

Assignor hereby represents, warrants and covenants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free and clear of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of trademark rights, or to secure registrations before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense, including, without limitation, the execution and delivery of any documentation necessary to transfer any rights, title and interest in and to any of the Trademarks which is acquired by the Assignor after the date hereof pursuant to the terms of the Shvetz Agreement (as defined in the Purchase Agreement).

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment shall be governed by, and shall be construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the State of New York.

This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

If any provision of this Trademark Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Trademark Assignment.

This Trademark Assignment, to the extent signed and delivered by means of facsimile machine, shall be treated in all manner and respects as an original copy and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

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

AMEREX GROUP INC.

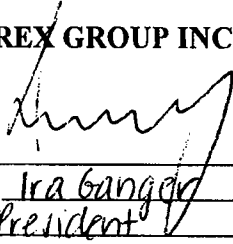
By: 
Name: Ira Gangad
Its: President

EXHIBIT A

<u>Country</u>	<u>Trademark</u>	<u>Serial No./Registration No.</u>
CANADA	ALPINE STUDIO	623397
CANADA	ALPINE STUDIO & Design	1197825
CANADA	WEATHER TAMER	251445
CANADA	WEATHER TAMER & Compass Design	1197824
CANADA	WEATHER TAMER & Mountain Design	1197827
CHINA	WT WEATHER TAMER & Design	3094668
CHINA	WT WEATHER TAMER & Design	3112981
CHINA	WT WEATHER TAMER & Design	3094665
CHINA	WT WEATHER TAMER & Design	3094666
CHINA	WT WEATHER TAMER & Design	3112980
CHINA	WT WEATHER TAMER & Design	3094667
EUROPEAN UNION	STATIC	1764778
EUROPEAN UNION	WEATHER TAMER	4.075.974
EUROPEAN UNION	WEATHER TAMER (Stylized)	002116127
EUROPEAN UNION	WT WEATHER TAMER & Design	2505543

HONG KONG	WT WEATHER TAMER & Design	07416/2002
HONG KONG	WT WEATHER TAMER & Design	07417/2002
HONG KONG	WT WEATHER TAMER & Design	07418/2002
HONG KONG	WT WEATHER TAMER & Design	07419/2002
HONG KONG	WT WEATHER TAMER & Design	07420/2002
INDIA	WEATHER TAMER	1228298
JAPAN	WEATHER TAMER	4685600
JAPAN	WEATHER TAMER	4538149
JAPAN	WEATHER TAMER & Design	4685601
JAPAN	WT WEATHER TAMER & Design	4645334
KOREA (SOUTH)	WT WEATHER TAMER & Design	40-556288
MEXICO	WT WEATHER TAMER & Design	821435
MEXICO	WT WEATHER TAMER & Design	854272
MEXICO	WT WEATHER TAMER & Design	783719
MEXICO	WT WEATHER TAMER & Design	783720
MEXICO	WT WEATHER TAMER & Design	872566
NEW ZEALAND	WT WEATHER TAMER & Design	652204

NEW ZEALAND	WT WEATHER TAMER & Design	652205
NEW ZEALAND	WT WEATHER TAMER & Design	652206
NEW ZEALAND	WT WEATHER TAMER & Design	652206
NEW ZEALAND	WT WEATHER TAMER & Design	652207
NEW ZEALAND	WT WEATHER TAMER & Design	652208
SWITZERLAND	WT WEATHER TAMER & Design	499397
TAIWAN	WT WEATHER TAMER & Design	1028999
TAIWAN	WT WEATHER TAMER & Design	1044169
TAIWAN	WT WEATHER TAMER & Design	1031877
TAIWAN	WT WEATHER TAMER & Design	1051197
UNITED STATES	1 MADISON	76/039678
UNITED STATES	AUSABLE	1,507,275
UNITED STATES	JESSICA HALE	1,461,031
UNITED STATES	MULBERRY STREET	1,104,807
UNITED STATES	N S E W & Design	1,806,769
UNITED STATES	STATIC	2,317,029
UNITED STATES	STOW IT AWAY	1,579,143
UNITED STATES	STREAM DESIGNS	1,500,615
UNITED STATES	TRAIL DESIGNS	2,721,816

UNITED STATES	TRAIL DESIGNS	1,712,730
UNITED STATES	WEATHER TAMER	78/234641
UNITED STATES	WEATHER TAMER	2,808,418
UNITED STATES	WEATHER TAMER & Collie Design	1,561,092
UNITED STATES	WT WEATHER TAMER & Design	2,854,834
UNITED STATES	WTXTREME	3,032,203
UNITED STATES	XTREME WEATHERTAMER SPORT	78/526632