

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
EMBASSY INDUSTRIES, INC.		10/11/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	EMBASSY MANUFACTURING, INC.		
Street Address:	260 NORTH ELM STREET		
City:	WESTFIELD		
State/Country:	MASSACHUSETTS		
Postal Code:	01085		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1916332	EMBASSY	
Registration Number:	1919530	EMBASSY SYSTEMS	
Registration Number:	815382	HIDE-A-VECTOR	
Registration Number:	700526	PANEL TRACK	
Registration Number:	1563226	SYSTEM 6	
Registration Number:	1932718	LIQUIPEX	
CORRESPONDENCE DATA			
Fax Number:	(413)733-4543		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4137365401		
Email:	mdionne@ip-lawyers.com		
Correspondent Name:	Arthur F. Dionne, Esq.		
Address Line 1:	1350 Main Street, 5th Floor		
Address Line 4:	Springfield, MASSACHUSETTS 01103		
ATTORNEY DOCKET NUMBER:	6006-0244		

CH \$165.00 1916332

NAME OF SUBMITTER:	Arthur F. Dionne, Esq.
Signature:	/Arthur F. Dionne/
Date:	10/19/2005
Total Attachments: 2 source=6006-0244Assign#page1.tif source=6006-0244Assign#page2.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

For and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid and other good and valuable consideration the receipt of which is hereby acknowledged, Embassy Industries, Inc., a New York corporation, ("Assignor") hereby sells, assigns and transfers unto Embassy Manufacturing, Inc., a Delaware corporation, having its principal office in Westfield, Massachusetts, United States of America, all right, title and interest in and to the registered trademarks set forth in Exhibit A attached hereto and incorporated herein by reference, together with the goodwill of the business symbolized by the Trademarks.

In the event of any inconsistency between the terms of the Asset Purchase Agreement, dated as of October 11, 2005, among Assignor, Assignee, P&F Industries, Inc. and Mestek, Inc. (the "Agreement"), and the terms of this Assignment, the terms of the Agreement shall govern. This Assignment is subject to the terms and conditions set forth in the Agreement, and nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties thereunder.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors, legal representatives and assigns . This Assignment may be executed in more than one counterpart, each of which shall be deemed an original but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, this Assignment of Trademark Rights is executed this 11th day of October, 2005.

EMBASSY INDUSTRIES, INC.

By: Joseph A. Molino, Jr.
Joseph A. Molino, Jr., Vice President

STATE OF NEW YORK }
COUNTY OF ~~NASSAU~~ } ss.
Suffolk } per

On this 11th day of October, 2005, before me, the undersigned notary public, personally appeared Joseph A. Molino, Jr., proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Vice President for Embassy Industries, Inc., a corporation.

Robert C. Weiden
_____, Notary Public
My commission expires 12-22-06

ROBERT C. WEIDEN
Notary Public, State of New York
No. 4875900
Qualified in Suffolk County
Commission Expires 12-22-06

EXHIBIT A

ASSIGNMENT OF TRADEMARK RIGHTS

	Registered Trademark	Registration No.	Jurisdiction
1	EMBASSY	1,916,332	USA
2	EMBASSY SYSTEMS	1,919,530	USA
3	HIDE-A-VECTOR	815,382	USA
4	PANEL TRACK	700,526	USA
5	SYSTEM 6	1,563,226	USA
6	RED-E-PAK BASEBOARD	671,840	USA
7	LIQUIPEX	1,932,718	USA
8	HYDROPEX	2,095,478	USA