

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
Advanced Metal Corp.		05/22/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Advanced Metal of America Incorporated		
Street Address:	309 Raleigh Street, Suite C-2		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28412		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3456539	GET OFF YOUR ASPHALT AND CALL ADVANCED METAL ROOFING	
Registration Number:	3456538	ADVANCED METAL ROOFING	
Registration Number:	3478881	A MR ADVANCED METAL ROOFING.COM	
CORRESPONDENCE DATA			
Fax Number:	(757)473-0395		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(757) 499-8800		
Email:	rcrandall@williamsmullen.com		
Correspondent Name:	Rebecca E. Crandall		
Address Line 1:	222 Central Park Avenue, Suite 1700		
Address Line 4:	Virginia Beach, VIRGINIA 23462-3035		
ATTORNEY DOCKET NUMBER:	051732.0006		
NAME OF SUBMITTER:	Rebecca E. Crandall		

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Signature:	/Rebecca E. Crandall/
Date:	06/05/2009
Total Attachments: 5 source=Advanced TM Assignment#page1.tif source=Advanced TM Assignment#page2.tif source=Advanced TM Assignment#page3.tif source=Advanced TM Assignment#page4.tif source=Advanced TM Assignment#page5.tif	

ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is made and entered into as of this 22 day of MAY, 2009, by and between Advanced Metal of America Incorporated, a North Carolina corporation ("Assignee") with its principal place of business at 309 Raleigh Street, Suite C-2, Wilmington, North Carolina, and Advanced Metal Corp., a North Carolina corporation ("Assignor") with its principal place of business at 309 Raleigh Street, Suite C, Wilmington, North Carolina.

WHEREAS, Assignor is the owner of the rights to the trademarks ADVANCED METAL ROOFING, ADVANCEDMETALROOFING.COM, and GET OFF YOUR ASPHALT AND CALL ADVANCED METAL ROOFING, to include without limitation U.S. Registration Nos. 3456538, 3478881, and 3456539 and the associated goodwill ("Assigned Trademarks");

WHEREAS, Assignor has created certain business and marketing practices, methods, and strategies; established important contacts and relationships; and developed expertise and know-how relating to its roofing installation business ("Business Intangibles");

WHEREAS, Assignee is a sister corporation intending to offer franchises which may utilize the Assigned Trademarks and Business Intangibles;

WHEREAS, Assignor desires to assign and transfer to Assignee Assignor's entire right, title, and interest in, to, and under the Assigned Trademarks and Business Intangibles in accordance with and subject to the terms and conditions and as further set forth herein; and

WHEREAS, Assignor and Assignee desire to provide for Assignor's continued use of the Assigned Trademarks and Business Intangibles pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Trademark Assignment.

Assignor hereby assigns and transfers to Assignee, and Assignee hereby acquires, assumes, and receives from Assignor, all of Assignor's right, title, and interest in, to, and under the Assigned Trademarks, together with the goodwill connected with their use.

The parties acknowledge that, as of the date hereof, record ownership of the registrations comprising the Assigned Trademarks has not yet been updated to reflect Assignee's acquisition. The parties agree to cooperate in taking all actions and executing all instruments necessary to create an accurate chain of title with respect to the record

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ownership of all registrations and applications comprising the Assigned Trademarks. Assignee shall bear all reasonable costs of filing and recording the assignments.

2. Assignment of Business Intangibles.

Assignor hereby assigns and transfers to Assignee, and Assignee hereby acquires, assumes, and receives from Assignor, all of Assignor's right, title, and interest in, to, and under the Business Intangibles.

3. License.

Assignee hereby grants to Assignor, and Assignor hereby accepts, a non-exclusive, worldwide, royalty-free license to use the Assigned Trademarks and Business Intangibles solely in connection with roofing installation services.

Assignor acknowledges that Assignee now owns the Assigned Trademarks and Business Intangibles and all rights therein and that nothing in this Agreement shall give Assignor any right, title, or interest in or to the Assigned Trademarks and Business Intangibles other than pursuant to the license granted herein.

Assignor agrees that it will do nothing inconsistent with Assignee's ownership of the Assigned Trademarks and Business Intangibles. Assignor will not challenge Assignee's title to the Assigned Trademarks and Business Intangibles, oppose any trademark or patent application or registration, or challenge the validity of any other licenses thereof Assignee may grant. Furthermore, Assignor will not register, or attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to Assigned Trademarks.

4. Quality Provisions for Use of Assigned Trademarks.

Assignor agrees that the nature and quality of all services offered or provided by Assignor in conjunction with the Assigned Trademarks shall conform to the standards set by and under the control of Assignee (hereinafter, "Quality Standards"). Such Quality Standards shall be reasonable, shall be no greater than the quality standards imposed by Assignor's customers in general, and shall be at least equal in quality to the services provided by Assignor prior to the date hereof.

Assignor shall, upon Assignee's reasonable request, supply information regarding, including customer comments and advertising, Assignor's services offered in conjunction with the Assigned Trademarks. Alternatively, Assignee may request that Assignor assure that such services conform to the Quality Standards and, to this end, Assignor shall permit reasonable inspection during business hours by an authorized representative of Assignee of Assignor's facilities to inspect Assignor's operations, methods of manufacture, materials used, storage areas, and the like, associated with the provision of services in conjunction with the Assigned Trademarks. Any inspections

conducted by Assignee to ensure that the Quality Standards have been satisfied shall be at the expense of Assignee.

Assignee shall have the right to impose on Assignor other specifications or requirements not provided for under this Article as necessary to maintain control over the Assigned Trademarks.

5. Term and Termination of License.

Assignor's license to use the Assigned Trademarks and Business Intangibles shall continue indefinitely unless terminated under the provisions of this section.

Assignee may terminate Assignor's license in the event that Assignor breaches any provision of this Agreement, including but not limited to failure by Assignor to comply with Assignee's Quality Standards. Upon such a breach, Assignee may terminate the license by (1) giving written notice to Assignor of the breach and (2) Assignor's failure to cure the breach within 30 days.

Assignee may immediately terminate Assignor's license upon written notice to Assignor in the event of a winding-up, sale, consolidation, or merger where Assignor is not the survivor, or any action by governmental authority against Assignor.

Upon the termination of Assignor's license, Assignor shall (i) immediately discontinue all use of the Assigned Trademarks and Business Intangibles and (ii) take all steps to refrain from using the Assigned Trademarks in advertising, commercial directories, websites, phone directories, and all other similar listings.

6. Infringement.

Assignor shall promptly notify Assignee of any and all infringements, imitations, or other illegal use or misuse of the Assigned Trademarks which come to Assignor's attention. As the sole owner of the Assigned Trademarks, Assignee shall determine whether to take any action to prevent the infringement, imitation, or other illegal use or misuse of the Assigned Trademarks. If Assignee elects not to take such action, Assignor may take such action at Assignor's expense if it has received Assignee's prior written approval to take such action. In this event, Assignee shall, at Assignor's expense, cooperate in such action as necessary to include, without limitation, joining as a party. Any money recovered by way of damages or otherwise with respect to such action shall be kept by the party which bore the costs of such action; or, in any case where the parties have shared the costs, such money shall be shared in proportion to the costs borne by each party.

Assignor shall render Assignee all reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of the Assigned Trademarks, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

7. New Trademarks.

Should Assignor desire to develop a trademark using the name ADVANCED METAL in any form other than the Assigned Trademarks and its present business name, it must first consult with and obtain the written approval of Assignee, which may be withheld in its sole discretion. Such newly developed trademarks will be registered in the name of Assignee, will be deemed to be additional Assigned Trademarks licensed to Assignor hereunder, and will be subject to all of the terms and conditions of this Agreement. Such approval will not be contingent upon the payment of any fee or royalties to Assignee.

8. Indemnification.

Assignor agrees to indemnify and hold harmless Assignee and its directors, officers, and employees from any and all claims for damage or injury to persons whereby Assignee has been found liable to any third party under any product liability, tort liability, or similar action arising out of or in connection with the use by Assignor of the Assigned Trademarks and Business Intangibles.

Assignee agrees to indemnify and hold harmless Assignor and its directors, officers and employees from any and all claims of a third party arising out of or in connection with any claim that Assignor's use of the Assigned Trademarks and Business Intangibles violates the rights of such third party.

9. Miscellaneous.

a. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

b. This Agreement may not be assigned nor transferred by Assignor without the prior consent of Assignee.

c. All rights and obligations specified hereunder shall extend to and be binding upon each party's respective domestic and international divisions, subsidiaries, other controlled companies, affiliates, and related entities.

d. Assignor acknowledges that monetary relief would not be an adequate remedy for a breach or threatened breach by Assignor of the provisions of this Agreement and that Assignee shall be entitled to the enforcement of this Agreement by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that Assignee may have.

e. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

f. If any provision of this Agreement shall be found invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Instead, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

g. Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing will be duly given upon delivery, if delivered by hand, facsimile transmission, intercompany mail, or mail, to the following addresses:

If to Assignee:
Advanced Metal of America Incorporated
309 Raleigh Street, Suite C-2
Wilmington, North Carolina 28412

If to Assignor:
Advanced Metal Corp.
309 Raleigh Street, Suite C
Wilmington, North Carolina 28412

or to such other addresses or telecopy numbers as may be specified by like notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

ADVANCED METAL OF AMERICA
INCORPORATED ("Assignee")

ADVANCED METAL CORP.
("Assignor")


Printed Name: JAMES P. KENTON
Title: PRESIDENT


Printed Name: JAMES P. KENTON
Title: CEO