

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
Rhino Associates, LP		09/09/2010	LIMITED PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Blitz U.S.A., Inc.		
Street Address:	404 26th Avenue NW		
City:	Miami		
State/Country:	OKLAHOMA		
Postal Code:	74354		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75220762	RHINORAMPS	
Serial Number:	74164827	RHINORAMPS STRONGER THAN STEEL	
Serial Number:	76698152	CORETRAC	
CORRESPONDENCE DATA			
Fax Number:	(918)542-1380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9185405169		
Email:	gkernan@blitzusa.com		
Correspondent Name:	Blitz U.S.A., Inc.		
Address Line 1:	404 26th Avenue NW		
Address Line 4:	Miami, OKLAHOMA 74354		
NAME OF SUBMITTER:	William Fogarty		
Signature:	/William Fogarty/		

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**TRADEMARK
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Date:

09/15/2010

Total Attachments: 13

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PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (Agreement) is made and entered as of the 9th day of September, 2010, among Rhino Associates, L.P., a Pennsylvania limited partnership (Rhino L.P.); Michael Wesley Corporation, a Pennsylvania corporation and the corporate general partner of Rhino L.P. (Corporation); and the Corporation's shareholders, Phillip M. Friday and William W. Fogarty (Shareholders, who, together with the Corporation and Rhino L.P., are referred to herein collectively as Seller); and Blitz U.S.A., Inc., an Oklahoma corporation (Buyer).

RECITALS

Seller owns certain United States Letters Patent (Patents) and related trademarks, (Trademarks) all related to High GVW Ramps and Low GVW Ramps (collectively RhinoRamps); and

Seller and Buyer have previously entered into various license and royalty agreements whereby Buyer had the license to use Seller's Patents and Trademarks for the RhinoRamps in return for payment of royalties (License Agreements); and

Seller and Buyer wish to terminate the License Agreements; and

Seller wishes to sell its right, title, and interest in the Patents and Trademarks; and

Buyer wishes to purchase all of Seller's right, title and interest in the Patents and Trademarks.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

- 1.1 "Closing Date" means the date on which Buyer has paid the Seller the total Purchase Price.
- 1.2 "Patents" means U.S. Letters Patent No. 5,483,715 issued to Seller on January 16, 1996 entitled "Vehicle Service Ramp", and No. RE34889 issued April 4, 1995 also entitled "Vehicle Service Ramp" and constituting a reissuance of U.S. Letters Patent No. 5,033,146 issued on July 23, 1991, applications pending in the countries listed on Exhibit A and any divisions, reissues, reexaminations, extensions, continuations, or continuations-in-part, continuing prosecution applications, and divisions of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

- 1.3 "Trademarks" means (1) RhinoRamps, Stronger Than Steel (Stylized), Registration Number 1701818, (2) RhinoRamps (the word), Registration Number 2134179, (3) Coretrac, Registration Number 3743562, (4) Canadian RhinoRamps Trademark Registration Number TMA517029, and (5) and any shortened version or deviation of any of the foregoing
- 1.4 "Purchase Price" means One Hundred Thousand Dollars (\$112,877.50).
- 1.5 "Royalty Payments" means any payments due from Buyer to Seller pursuant to those certain License Agreements previously entered into by the parties hereto.

2. Delivery and Payment.

- 2.1 Delivery. On or before September ____, 2010, Seller shall deliver to Buyer an executed original of the Assignment of Patent Rights in the form shown at Exhibit B and such other instruments of Transfer, in form and substance reasonably satisfactory to Buyer and its counsel as shall be effective to vest in Buyer all of Seller's right, title and interest in, to and under the Patents and Trademarks; and (b) each party shall deliver to the other party such other documents, instruments and certificates as may be reasonably requested by such other party or its counsel to effectuate and perfect the transactions contemplated by this Agreement.

On or before September ____, 2010, Seller shall deliver to Buyer all papers, drawings, and related documents which concern the Patents and Trademarks.

- 2.2 Payment. Buyer will pay to Seller the Purchase Price in two equal payments of Fifty-six Thousand Four Hundred Forty-three Dollars and Seventy-five Cents (\$56,443.75); the first payment being due on or before September ____, 2010 and the second payment being due on or before October 1, 2010. This will be the total consideration with no amounts due or owing for Royalty Payments accrued or accruing under the License Agreements.

3. Transfer of Patents.

Effective on the Closing Date, Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Patents and all inventions and discoveries described therein, including without limitation, all rights of Seller to collect royalties under such Patents and all causes of action and enforcement rights. After the Closing Date, Buyer shall have the right to make an assignment, sale or other transfer or conveyance of any of the Patents and Trademarks together with all beneficial interests therein.

4. Termination of License Agreements.

Subject to the terms and conditions of this Agreement, on the Closing Date, all existing License Agreements between Seller and Buyer, including any addenda thereto, shall terminate and be of no further effect, except that the provisions regarding confidential information shall continue in full force and effect. Buyer shall owe to Seller no Royalty Payments accrued or accruing under any License Agreements.

5. Maintenance of Patents and Trademarks.

Buyer hereby agrees to maintain the Patents through the expiration dates and to maintain the Trademarks as required by law.

6. Seller's Representations.

Seller represents and warrants that it is the exclusive owner of the Patents and Trademarks; that it has the authority to enter into this transaction and to sell the Patents and Trademarks as provided herein; that Seller has no agreement in conflict herewith; that Seller has not granted to any other person, firm or corporation any right, license or privilege concerning the Patents and Trademarks or technology related thereto; that Seller has at no time filed, or caused to be filed, and is unaware of the filing of application for patents covering or related to the Patents herein under any name other than *Pharmaceutical Association* that the Patents and Trademarks do not infringe upon any other product or patent previously issued. *L.P.*

7. Buyer's Representations.

Buyer represents and warrants that it has full power and authority to enter into this transaction.

8. Noncompete and Confidentiality.

As a material inducement to Buyer to enter into this Agreement and for the consideration set forth herein, at the closing, Seller shall execute and deliver a Non-Competition Agreement in substantially the form attached hereto as Exhibit C.

9. General Provisions.

- 9.1 Entire Agreement. This Agreement, together with all its exhibits, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior agreements, proposals, discussions, agreements, representations, and other communications between the Parties with respect to the subject matter hereof.

- 9.2 Amendment and Waiver. No change in the terms, conditions, or provisions of this Agreement shall be binding on any Party unless in writing and signed by all Parties hereto. The failure or delay of any Party in exercising any of its rights hereunder, including any rights with respect to a breach or default by the other Party, shall in no way operate as a waiver of such rights or prevent the assertion of such rights with respect to any later breach or default by the other Party.
- 9.3 Binding Nature & No Third Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the Parties, and their respective, permitted legal successors and assigns of this Agreement, and this Agreement is made solely for such Persons' benefit. Other than as expressly provided in this Section 9.3, no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- 9.4 Severability. Should any term, condition, or provision of this Agreement be held unenforceable by an authority of competent jurisdiction, such ruling shall not affect the validity and enforceability of the remaining terms, conditions, and provisions of this Agreement. To the extent that any such provision is found to be invalid, illegal or unenforceable, the Parties shall act in good faith to substitute for such provision, to the extent possible and as necessary, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.
- 9.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oklahoma, without reference to its conflict of laws or choice of law principles. The Parties hereby submit to the jurisdiction of the courts of Oklahoma or any court of the United States sitting in Oklahoma with subject matter jurisdiction, and waive any venue objections against the United States District Court for the Northern District of Oklahoma, and the Courts of the State of Oklahoma, Ottawa County, in any litigation arising under this Agreement.
- 9.6 Expenses. If any action or other proceeding relating to the enforcement of any provision of this Agreement is brought by a Party, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
- 9.7 Waiver of Jury Trial. Each Party hereby irrevocably waives any and all rights it may have to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.
- 9.8 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

9.9. Construction. The Parties acknowledge that their respective legal counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement. The headings used herein are for reference and convenience only, and shall not be used in the interpretation of this Agreement.

9.10. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of: (a) in the case of personal delivery, when actually delivered, (b) in the case of delivery by prepaid overnight courier with guaranteed next day delivery, the day designated for delivery by such courier, or (c) in the case of delivery by registered or certified mail, postage prepaid, return receipt requested, five (5) days after deposit in the mails, and in each case shall be addressed as follows:

If to Buyer:

Blitz U.S.A., Inc.
Attn: Grant Kernan
404 26th Avenue NW
Miami, OK 74354

Copy to:

Donna L. Smith, Esquire
101 S. Wilson Street
Vinita, OK 74301

If to Seller or Shareholders:

William L. Fogarty
2408 Bradleys Drive
Harrisburg, PA 17110

Copy to:

Phillip M. Friday
12 Indiana Circle
Lemoine PA 17043

IN TESTIMONY WHEREOF, the Parties hereto by their fully authorized representatives have executed this Agreement as of the date indicated above.

BUYER

Blitz, U.S.A., Inc.

By: [Signature]
Its: CEO

SELLER

Rhino Associates, L.P., a Pennsylvania limited partnership

By: [Signature]
Its: Partner

[Signature]
PARTNER

Michael Wesley Corporation, a Pennsylvania corporation and the corporate general partner of Rhino L.P.

By: [Signature]
Its: President

[Signature] vice president

Shareholders

[Signature]
Phillip M. Friday

[Signature]
William W. Fogarty

NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT (Agreement) is made and entered as of the ___ day of 09/09/2010, 2010, among Rhino Associates, L.P., a Pennsylvania limited partnership (Rhino L.P.); Michael Wesley Corporation, a Pennsylvania corporation and the corporate general partner of Rhino L.P. (Corporation); and the Corporation's shareholders, Phillip M. Friday and William W. Fogarty (Shareholders, who, together with the Corporation and Rhino L.P., are referred to herein collectively as Seller); and Blitz U.S.A., Inc., an Oklahoma corporation (Buyer).

RECITALS:

Seller has sold to Buyer the Patents and Trademarks related to High GVW Ramps and Low GVW Ramps (collectively RhinoRamps) pursuant to that certain Patent Purchase Agreement (the Purchase Agreement), dated as of the 9th day of September, 2010, among Seller, Shareholders, and Buyer.

The Purchase Agreement provides that Seller and Shareholders would execute and deliver to Buyer a separate, formal non-competition agreement at the closing of the transaction contemplated thereby.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and in the Purchase Agreement, the parties agree as follows:

1. **Consideration.** Good and valuable consideration accompanies this Agreement, including the execution, delivery and performance by Buyer of the Purchase Agreement, the receipt and sufficiency of which consideration is hereby acknowledged and affirmed by the Shareholders and Seller.

2. **Non-Competition.**
 - 2.1 Seller and Shareholders covenant and agree that for the term of five (5) years they shall not in any manner compete with Buyer in any business related to automotive lifting devices similar to or related in any way to RhinoRamps nor use the RhinoRamp technology in any other product. The limitation on competition described in the preceding sentence shall be enforceable against the Seller and Shareholders for activities within any geographic area of the United States within which Buyer may sell RhinoRamps or automotive lifting devices similar to or related in any way to RhinoRamps, the product line acquired from Seller. This Agreement shall prevent Seller and Shareholders directly or indirectly, on their own behalf or as an employee, officer, agent, director, partner, independent contractor, consultant or advisor, during the period of this Agreement, from

forming, owning, joining, controlling or otherwise participating in the ownership of or being otherwise affiliated with any person or entity engaged in the type of business prohibited by this Agreement in the geographic area designated in this paragraph 2. Such limitation does not include ownership in any entity which is publicly traded or in which Seller and Shareholder collectively own less than a two percent (2%) interest. During the period covered by this Agreement, the Seller and Shareholders shall not engage in or permit any person or entity of which it is a shareholder or partner or in which it has an ownership interest to engage in any type of business prohibited hereby in the geographic area designated in this paragraph 2.

2.2 Seller and Shareholders shall not, directly or indirectly, compete with Buyer by soliciting business from, diverting business from, or attempting to convert to other methods of using the same or similar products or services as provided by Buyer.

2.3 Seller and Shareholders shall not, directly or indirectly, solicit for employment or employ any employee of Buyer.

3. Disclosure of Information. Seller and Shareholders acknowledge that, in and as a result of their prior business and relationship, they acquired information of a special and unique nature and value relating to such matters as trade secrets, systems, processes, procedures, manuals, confidential reports and lists of customers, as well as the nature and type of products used and/or services previously rendered by Seller and the equipment and methods used and preferred by Seller. As a material inducement to Buyer to execute the Purchase Agreement and this Non-Competition Agreement, Seller and Shareholders covenant and agree that they shall not at any time make any independent use of, or disclose to any other person or organization, except as authorized in writing by Buyer, any of the proprietary or confidential information of Seller which has been sold to Buyer.

4. Reasonableness of Restrictions; Reformation and Severability.

4.1 Seller and Shareholders have carefully read and considered the provisions of paragraph 2, and having done so, agree that the restrictions set forth in such paragraph (including, but not limited to, the time period of restriction and the geographical areas of restriction set forth in paragraph 2 hereof) are fair and reasonable and are reasonably required for the protection of the interests of Buyer.

4.2 In the event that, notwithstanding the foregoing, any part of the covenants set forth in paragraph 2 hereof shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein. In the event that any provision of paragraph 2 relating to time period and/or geographic areas of restriction shall be declared by a court of competent jurisdiction to exceed

the maximum time period or geographic areas such court deems reasonable and enforceable, said time period and/or geographic areas of restriction shall be deemed to become and thereafter be the maximum time period and/or areas which such court deems reasonable and enforceable.

- 4.3 Any provision hereof otherwise prohibited by or unenforceable under any applicable law or public policy in any jurisdiction which cannot be reformed in accordance with the provisions herein, shall, as to such jurisdiction, be ineffective without affecting any other provision of this Agreement, or shall be deemed to be severed or otherwise modified to conform with such law or public policy; and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be effected. To the full extent, however, that the provisions of such applicable law or public policy may be waived, this Agreement shall be deemed to be a waiver thereof. Buyer, Seller and Shareholder understand that all the covenants set forth herein are and shall be separately enforceable, each to the full extent permitted by applicable law. If the original intent of this Agreement cannot be achieved in the absence of a provision found to be prohibited or unenforceable, the parties shall promptly meet to negotiate a substitute for such provision in order to preserve, to the extent legally possible, the original intent of this Agreement.

5. Remedies. It is agreed that Buyer would be irreparably damaged by reason of any violation of the provisions of this Agreement, and that any remedy at law for a breach of the provisions of this Agreement would be inadequate. Therefore, Buyer shall be entitled to seek injunctive or other equitable relief in a court of competent jurisdiction against Seller and Shareholders, their agents, employees, affiliates, partners or other associates for any breach or threatened breach of this Agreement without the necessity of proving actual monetary loss. It is expressly understood that the remedy described in this paragraph 5 shall not be the exclusive remedy of Buyer for any breach of this Agreement, and Buyer shall be entitled to seek such other relief or remedy at law or in equity to which it may be entitled as a consequence of any breach of this Agreement.

6. Actions in Derogation. Seller and Shareholders shall not, directly or indirectly, participate in or support any activity, including, without limitation, any administrative proceeding, lawsuit, lobbying effort or petition, nor plead any defense in any lawsuit, or other proceeding, except for such defenses as may not be waived, if the effect or purpose of such activity or pleading is or may be to impair or defeat any right or benefit of Buyer pursuant to this Agreement.

7. Survival. All covenants, representations and warranties made by any of the parties herein shall survive the closing of the transaction contemplated by the Purchase Agreement and the delivery of this Agreement.

8. Binding Effect. This Agreement shall be binding upon each of the parties, their successors, assigns, beneficiaries, and legal representatives. This Agreement shall inure to the benefit of Buyer, its successors and assigns.

9. Further Documents. Each party shall execute and deliver to any other party any and all other instruments as may be reasonably required in connection with the performance by the parties of this Agreement.

10. Notices. All notices, requests, instructions or other documents required to be provided by the parties shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses:

If to Buyer:

Blitz U.S.A., Inc.
Attn: Grant Kernan
404 26th Ave., NW
Miami, OK 74354

Copy to:

Donna L. Smith, Esquire
Logan & Lowry, LLP
101 S. Wilson Street
Vinita, Oklahoma 74344

If to Seller or Shareholders:

William W. Fogarty
2406 Bradley Drive
Harrisburg, PA 17110

Copy to:

Phillip M. Friday
12 Indiana Circle
Lemoyne, PA 17043

Any party may change its address for receiving notice by giving ten (10) days written notice of such change of address to the other parties in the manner herein provided. Notices shall be considered delivered on the date of personal delivery or on the date of deposit with the United States Postal Service in the manner herein provided.

11. Headings. The headings and titles of paragraphs in this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

12. Modifications and Waiver. No termination or amendment of this Agreement or any provision hereof, or waiver of any right or remedy herein provided shall be effective for any purpose unless specifically set forth in writing, and signed by the party or parties to be bound thereby. The waiver of any right or remedy in respect of any occurrence or event on one occasion shall not be deemed a waiver of such right or remedy in respect of the same or any similar occurrence or event on any other occasion.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

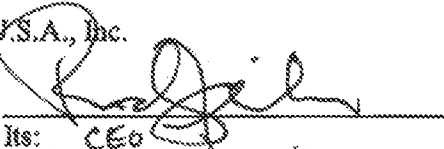
14. Attorney Fees. If either party breaches this Agreement and such breach results in litigation, the non-prevailing party in such litigation shall be obligated to reimburse the prevailing party its attorney fees incurred as a result of such breach in an amount to be determined by the court.

IN TESTIMONY WHEREOF, the Parties hereto by their fully authorized representatives have executed this Agreement as of the date indicated above.

BUYER

Blitz, U.S.A., Inc.

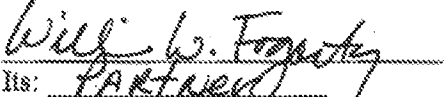
By:


Its: CEO

SELLER

Rhino Associates, L.P., a Pennsylvania limited partnership

By:


Its: PARTNER


PARTNER

Michael Wesley Corporation, a Pennsylvania corporation
and the corporate general partner of Rhino L.P.

By: William W. Fogarty
Its: President

Shareholders Phillip M. Friday THE PRESIDENT

Phillip M. Friday
Phillip M. Friday

William W. Fogarty
William W. Fogarty

ASSIGNMENT OF PATENT RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That Rhino Associates, L.P., a Pennsylvania limited partnership (Rhino L.P.); Michael Wesley Corporation, a Pennsylvania corporation and the corporate general partner of Rhino L.P. (Corporation); and the Corporation's shareholders, Phillip M. Friday and William W. Fogarty (collectively Assignors), for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, do hereby sell, transfer, assign, and convey to Blitz U.S.A., Inc. (Assignee), 404 26th Avenue Northwest, Miami, Oklahoma 74354, its successors, assigns and legal representatives all our right, title and interest, in and to the invention entitled "Vehicle Service Ramp" invented by us and described in the U.S. Letters Patent No. 5,483,715 issued to Assignors on January 16, 1996 and to the invention also entitled "Vehicle Service Ramp" invented by us and described in No. RE34889 issued April 4, 1995, constituting a reissuance of U.S. Letters Patent No. 5,033,146 issued on July 23, 1991, and all United States Letters Patent which may be granted therefor, and all divisions, reissues, continuations and extensions thereof, which interest is the entire ownership of the Letters Patent, to be held and enjoyed by Assignee, its successors, assigns or other legal representatives, to the full end of the term for which the Letters Patent have been granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, including without limitation foreign counterparts to any of the foregoing.

We hereby authorize and request the Commissioner of Patents and Trademarks to issue the above described Letters Patent to the Assignee, Blitz U.S.A., Inc.

<u>William W. Fogarty</u>	<u>09/09/2010</u>
INVENTOR/OWNER	Date
<u>Phillip M. Friday</u>	<u>09/09/2010</u>
INVENTOR/OWNER	Date
_____ INVENTOR/OWNER	Date
_____ INVENTOR/OWNER	Date