

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
APT Plus, LLC		06/16/2011	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	ATI Holdings, LLC		
Street Address:	790 Remington Blvd.		
Internal Address:	c/o ATI Holdings, Inc.		
City:	Bolingbrook		
State/Country:	ILLINOIS		
Postal Code:	60440		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3035319	APT PLUS	
CORRESPONDENCE DATA			
Fax Number:	(858)458-3005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8584583000		
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Ryan M. Enchelmayer		
Address Line 1:	P.O. Box 919092		
Address Line 2:	Paul, Hastings, Janofsky & Walker LLP		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	77134.00008		
NAME OF SUBMITTER:	Ryan M. Enchelmayer		
Signature:	/Ryan M. Enchelmayer/		

CH \$40.00 3035319

Date:

07/06/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Agreement") is entered into as of June 16, 2011, (the "Effective Date"), by and between APT Plus LLC, an Indiana limited liability company ("Assignor"), and ATI Holdings, LLC an Illinois limited liability company ("Assignee").

Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the "Asset Purchase Agreement"), including the trademark listed in Exhibit A (the "Mark"); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, the parties hereto agree as follows.

Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Mark together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registration for the Mark, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Mark, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Mark or injury to the goodwill associated with the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee,

assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. GENERAL

3.1 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

3.2 Waiver; Amendment. Any agreement on the part of a party hereto to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party hereto of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto.

3.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party hereto shall not apply to any construction or interpretation hereof.

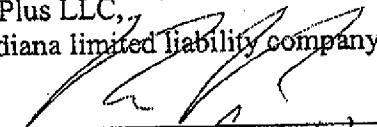
3.5 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

~~IN WITNESS WHEREOF~~, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

APT Plus LLC,
an Indiana limited liability company

By: 
Name: Michael Karate Ward
Title: President

ATI Holdings, LLC
an Illinois limited liability company

By: _____
Name: Gregory F. Steil
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

APT Plus LLC,
an Indiana limited liability company

By: _____
Name: _____
Title: _____

ATI Holdings, LLC
an Illinois limited liability company

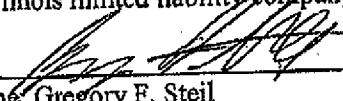
By:  _____
Name: Gregory F. Steil
Title: Chief Executive Officer

Exhibit A
Mark

Country	Application/ Serial No.	Registration No.	Mark
United States	78/507,232	3,035,319	APT PLUS

LEGAL_US_E # 93577263.2

RECORDED: 07/06/2011

TRADEMARK
REEL: 004576 FRAME: 0565