

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
DEXTER CHASSIS GROUP, INC.	FORMERLY Leland Engineering, Inc. and also Leland Engineering Michigan, Inc.	08/22/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	EA TECHNOLOGIES, LLC		
Street Address:	2501 Jeanwood Drive		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3131015	KING COMBO	
Registration Number:	2064082	JP	
CORRESPONDENCE DATA			
Fax Number:	(248)351-3082		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2487271471		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	201 S. Main, Ste 300		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	MARCOT-DEXTER		
NAME OF SUBMITTER:	Brenda R. Yates		
Signature:	/bry/		

CH \$65.00 3131015

Date:

09/07/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of August 21, 2011 (the “**Effective Date**”), by and between DEXTER CHASSIS GROUP, INC., a Michigan corporation (“**Assignor**”), and EA TECHNOLOGIES, LLC, a Delaware limited liability company (the “**Assignee**”), pursuant to that certain Asset Purchase Agreement, dated as of August 19, 2011, by and between Assignee and Assignor (the “**Purchase Agreement**”). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

Assignor is the sole owner of all right, title and interest in the marks, registrations and applications identified in Schedule A attached (collectively the “**Marks**”).

In consideration of the payment of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all right, title and interest in the United States and all countries worldwide in and to the Marks, together with at least that portion of Assignor’s business in connection with which it uses the Marks along with the goodwill associated with the Marks together with all related common law rights and the goodwill of the business symbolized thereby and all documentation, certificates of registration and other materials in possession of Assignor and its agents and representatives establishing and manifesting the Marks.

This Trademark Assignment includes the transfer of all claims for damages by reason of past infringement of the Marks with the right to sue for and collect same and in and to all legal equivalents of the Marks in foreign countries, if any.

The representations and warranties of Assignor applicable to the Marks, together with all limitations, restrictions, disclaimers and other provisions thereof, are contained in the Purchase Agreement. THIS TRADEMARK ASSIGNMENT DOES NOT, NOR SHALL IT BE DEEMED TO SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT.

Assignor agrees to do all other acts, provide any evidence and execute all other documents which, in the opinion of Assignee may be reasonably necessary or desirable for the assignment, transfer, recordation, maintenance, and renewal of the Marks, at Assignee’s expense.

This Trademark Assignment shall be governed and construed in accordance with the laws of the State of Michigan without giving effect to principles of conflict of laws.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

This Trademark Assignment shall be binding upon the parties, their successors, administrators, and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Assignment as of the Effective Date.

ASSIGNOR
DEXTER CHASSIS GROUP, INC.

ASSIGNEE
EA TECHNOLOGIES, LLC

By: _____

By: 

Name: _____

Name: Dennis R. Marcott

Title: _____

Title: Chairman

Dated: August __, 2011

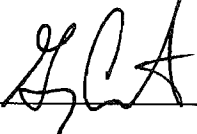
Dated: August 12, 2011

(Signature page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, each of Assignor and Assignee has executed this Assignment as of the Effective Date.

ASSIGNOR
DEXTER CHASSIS GROUP, INC.

ASSIGNEE
EA TECHNOLOGIES, LLC

By: 

By: _____

Name: GARY CASTRO

Name: _____

Title: AUTHORIZED REPRESENTATIVE


Title: _____

Dated: August __, 2011

Dated: August __, 2011

(Signature page to Trademark Assignment Agreement)

SCHEDULE A

Trademark	Status	Country	Owner	Goods	Reg.(Appl)No.	Dated
KING COMBO	Registered	United States	DEXTER CHASSIS GROUP, INC.	Trailer hitches	3,131,015	8/15/06
JP and Design 	Registered	United States	DEXTER CHASSIS GROUP, INC.	Leaf spring mounting frames for use with land vehicles	2,064,082	5/20/97

SCHEDULE A