

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.		12/20/2011	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:	3848160	METALMANROOFING SYSTEMS	
Registration Number:	3854146	METALMANROOFING SYSTEMS	
Registration Number:	3432365	IT'S NOT YOUR FAULT, IT'S THE ASPHALT	
CORRESPONDENCE DATA			
Fax Number:	(757)473-0395		
Phone:	(919)981-4316		
Email:	ip@williamsmullen.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Neil C. Magnuson		
Address Line 1:	Williams Mullen c/o IP Docketing		
Address Line 2:	222 Central Park Avenue, Suite 1700		
Address Line 4:	Virginia Beach, VIRGINIA 23462-3035		
ATTORNEY DOCKET NUMBER:	051732.0006		

OP \$90.00 3848160

NAME OF SUBMITTER:	Neil C. Magnuson
Signature:	/Neil C. Magnuson/
Date:	12/30/2011
Total Attachments: 11 source=2011-12-20_AMA_Metalman_Assign-Agree#page1.tif source=2011-12-20_AMA_Metalman_Assign-Agree#page2.tif source=2011-12-20_AMA_Metalman_Assign-Agree#page3.tif source=2011-12-20_AMA_Metalman_Assign-Agree#page4.tif source=2011-12-20_AMA_Metalman_Assign-Agree#page5.tif source=2011-12-20_AMA_Metalman_Assign-Agree#page6.tif source=2011-12-20_AMA_Asphalt_Assign-Agree#page1.tif source=2011-12-20_AMA_Asphalt_Assign-Agree#page2.tif source=2011-12-20_AMA_Asphalt_Assign-Agree#page3.tif source=2011-12-20_AMA_Asphalt_Assign-Agree#page4.tif source=2011-12-20_AMA_Asphalt_Assign-Agree#page5.tif	

ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is made and entered into as of this 20th day of December, 2011, 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 METALMANROOFING SYSTEMS (and design) and METALMANROOFING SYSTEMS, to include without limitation U.S. Registration Nos. 3848160 and 3854146 and the associated goodwill, collectively referred to herein as "the Assigned Trademarks".

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

WHEREAS, Assignor desires to assign and transfer to Assignee Assignor's entire right, title, and interest in, to, and under the Assigned Trademarks 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 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 ownership of all registrations and applications comprising the Assigned Trademarks. Assignee shall bear all reasonable costs of filing and recording the assignments.

2. Licenses.

Assignee hereby grants to Assignor, and Assignor hereby accepts, a non-exclusive, worldwide, royalty-free license to use the Assigned Trademarks solely in connection with metal roofing for existing residential homes.

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

Assignor agrees that it will do nothing inconsistent with Assignee's ownership of the Assigned Trademarks. Assignor will not challenge Assignee's title to the Assigned Trademarks, 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 any of the Assigned Trademarks.

3. Quality Provisions for Use of Assigned Trademarks.

Assignor agrees that the nature and quality of all goods 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 goods 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 goods offered in conjunction with the Assigned Trademarks. Alternatively, Assignee may request that Assignor assure that such goods 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 goods 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 each of the Assigned Trademarks.

4. Conformity to Applicable Terms of Certain Agreement of February 16, 2010

Assignor and Assignee acknowledge that Assignor is party to a certain Settlement and Release Agreement dated February 16, 2010 ("the 2010 Agreement"), under which Assignor agreed to certain binding limitations upon the use of the Assigned Marks, and, further, which provides that Assignor's right to freely assign and/or license the Assigned Marks shall not be restricted by the 2010 Agreement provided, however, that every such assignment or license shall require the party receiving such assignment or license to acknowledge and act consistently with the limitations and other obligations to which the Assignor agreed in the 2010 Agreement; and further, that under the 2010 Agreement

Assignee shall not use either of the Assigned Marks in a manner implying that either of said Assigned Marks have any association with Englert, Inc., a New Jersey corporation having a principal place of business in Perth Amboy, New Jersey.

Assignee, as further consideration for the assignment and license granted hereunder, therefore acknowledges and agrees to act consistently with the limitations and other obligations to which the Assignor agreed in the 2010 Agreement, including but not limited to Subsections 3(a), 3(b) and 3(c) of the 2010 Agreement, which refer to the Assignor and an affiliated company as "Advanced Parties" and state as follows, respectively:

"3. Limitations on Use of the 575 Mark and the 941 Mark

"(a) Advanced Parties acknowledge and agree that they shall only use the 575 Mark and the 941 Mark or any other mark using the terms METALMAN or METAL MAN or any derivative or phonetic equivalent of METALMAN or METAL MAN in connection with: metal roofing for existing residential homes.

"(b) Advanced Parties shall not advertise using the 575 Mark and/or the 941 Mark or any mark similar thereto in any trade journal directed at the metal construction or roofing industries; however, Advanced Parties may advertise using the 575 Mark and/or the 941 Mark or any mark similar thereto in trade journals directed at any other industry, including but not limited to the general home improvement and home remodeling industries.

"(c) Advanced Parties shall not display or advertise the 575 Mark and/or the 941 Mark or any mark similar thereto, or establish a booth, at any trade show directed at the metal construction or roofing industries; however, Advanced Parties may display or advertise the 575 Mark and/or the 941 Mark or any mark similar thereto at trade shows directed to other industries, including but not limited to the general home improvement and home remodeling industries."

Assignor and Assignee further acknowledge and agree that in the above-quoted Section 3 and subsections 3(a), 3(b) and 3(c) of the 2010 Agreement, the references to "the 575 Mark" are references to the above-mentioned trademark METALMANROOFING SYSTEMS, U. S. Registration number 3854146 (USPTO serial number 77259575), and the references to "the 941 Mark" are references to the above-mentioned trademark METALMAN ROOFING SYSTEMS (and design), U. S. Registration Number 3848160 (USPTO serial number 77247941).

Assignor and Assignee further acknowledge and agree that the 2010 Agreement does not pertain to nor bind the assignment, licensing or use of the Assigned Trademarks.

5. Term and Termination of License.

Assignor's license to use the Assigned Trademarks and 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 for any or all of the Assigned Trademarks as the case may be, 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 for which said license is terminated, and (ii) take all steps to refrain from using the Assigned Trademarks for which said license is terminated 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 any 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 any 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 METALMAN ROOFING in any form other than the Assigned Trademarks, Assignor must first consult with and obtain the written approval of Assignee, which may be withheld in Assignee's sole discretion. Such newly developed trademarks, if any, 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.

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 any of the Assigned Trademarks, 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

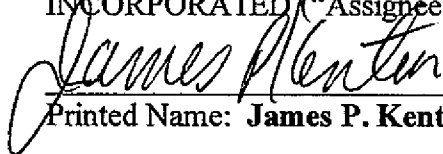
If to Assignor:
Advanced Metal Corp.
309 Raleigh Street, Suite C
Wilmington, North Carolina 28412

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

h. This License shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to its conflict of laws rules and the laws of the United States.

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")


Printed Name: **James P. Kenton**

Title: **President**

ADVANCED METAL CORP.
("Assignor")


Printed Name: **Matthew Musgrove**

Title: **President**

ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement ("Agreement") is made and entered into as of this 20th day of December, 2011, 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 trademark IT'S NOT YOUR FAULT, IT'S THE ASPHALT, U. S. Registration No. 3432365, and the associated goodwill, referred to herein as "the Assigned Trademark".

WHEREAS, Assignee is a sister corporation intending to offer franchises which may utilize the Assigned Trademark;

WHEREAS, Assignor desires to assign and transfer to Assignee Assignor's entire right, title, and interest in, to, and under the Assigned Trademark 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 Trademark 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 Trademark, 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 Trademark 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 ownership of all registrations and applications comprising the Assigned Trademark. Assignee shall bear all reasonable costs of filing and recording the assignments.

2. License.

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

Assignor acknowledges that by and through the assignment herein Assignee now

owns the Assigned Trademark and all rights therein and that nothing in this Agreement shall give Assignor any right, title, or interest in or to the Assigned Trademark other than pursuant to the respective licenses granted herein.

Assignor agrees that it will do nothing inconsistent with Assignee's ownership of the Assigned Trademark. Assignor will not challenge Assignee's title to the Assigned Trademark, 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 any of the Assigned Trademark.

3. Quality Provisions for Use of Assigned Trademark.

Assignor agrees that the nature and quality of all services offered or provided by Assignor in conjunction with the Assigned Trademark 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 Trademark. 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 Trademark. 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 each of the Assigned Trademark.

4. Term and Termination of License.

Assignor's license to use the Assigned Trademark and 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 for any or all of the Assigned Trademark as the case may be, 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 Trademark for which said license is terminated, and (ii) take all steps to refrain from using the Assigned Trademark for which said license is terminated in advertising, commercial directories, websites, phone directories, and all other similar listings.

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Assignor shall promptly notify Assignee of any and all infringements, imitations, or other illegal use or misuse of the Assigned Trademark which come to Assignor's attention. As the sole owner of the Assigned Trademark, Assignee shall determine whether to take any action to prevent the infringement, imitation, or other illegal use or misuse of the Assigned Trademark. 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 Trademark, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

6. New Trademarks.

Should Assignor desire to develop a trademark using the term ASPHALT in any form other than as shown in the Assigned Trademark, Assignor must first consult with and obtain the written approval of Assignee, which may be withheld in Assignee's sole discretion. Such newly developed trademarks, if any, 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.

7. 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

Trademark.

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 Trademark, violates the rights of such third party.

8. 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.

h. This License shall be governed by and construed in accordance with the laws of the State of North Carolina without reference to its conflict of laws rules and the laws of the United States.

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")


Printed Name: **James P. Kenton**

Title: **President**

ADVANCED METAL CORP.
("Assignor")


Printed Name: **Matthew Musgrove**

Title: **President**