

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Americ Corporation		04/04/2012	CORPORATION: ILLINOIS

<b>RECEIVING PARTY DATA</b>	
Name:	Schaefer Ventilation Equipment, LLC
Street Address:	1 Industrial Drive
City:	Sauk Rapids
State/Country:	MINNESOTA
Postal Code:	56379
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

<b>PROPERTY NUMBERS Total: 2</b>		
Property Type	Number	Word Mark
Registration Number:	1779392	AMERIC
Registration Number:	1779393	AMERIC

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6124927077
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	ip@fredlaw.com
Correspondent Name:	David West
Address Line 1:	200 South Sixth Street
Address Line 2:	Suite 4000
Address Line 4:	Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	54979.1000
NAME OF SUBMITTER:	David West
Signature:	/DCW/

OP \$65.00 1779392

Date:

04/19/2012

Total Attachments: 5

source=Americtmassign#page1.tif

source=Americtmassign#page2.tif

source=Americtmassign#page3.tif

source=Americtmassign#page4.tif

source=Americtmassign#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Trademark Assignment*"), dated as of April 4, 2012, is made by Americ Corporation, an Illinois corporation ("*Seller*"), in favor of Schaefer Ventilation Equipment, LLC, a Minnesota limited liability company ("*Purchaser*"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Purchaser and Seller, dated as of the date hereof (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "*Assigned IP*"):

(a) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "*Trademarks*");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Grant Back License. Notwithstanding the foregoing, Purchaser grants to Seller a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sublicenseable license to use the name "Americ"; *provided*, Seller may only use the name "Americ" to the extent it is used as part of the name "Americ Machinery" or "Americ Machinery Corporation" other than in connection with the operation of a business which markets or distributes commercial or industrial ventilators or fans or related accessories for an indefinite period following the Closing Date, and Seller may not use the art which is part of the Assigned IP.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

AMERIC CORPORATION

By:   
Name: Takashi Dohi  
Title: President

Address for Notices:  
785 Bonnie Lane  
Elk Grove Village, IL 60007  
Facsimile: (847) 364-4695

AGREED TO AND ACCEPTED:

SCHAEFER VENTILATION  
EQUIPMENT, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.


AMERIC CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for Notices:  
785 Bonnie Lane  
Elk Grove Village, IL 60007  
Facsimile: (847) 364-4695

AGREED TO AND ACCEPTED:

SCHAEFER VENTILATION  
EQUIPMENT, LLC

By:   
Name: S. W. Elch  
Title: President

**SCHEDULE 1**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK  
APPLICATIONS**

1. Trademark Register No. 1,779,392, registered June 29, 1993 with the United States Patent and Trademark Office.
2. Trademark Register No. 1,779,393, registered June 29, 1993 with the United States Patent and Trademark Office.