

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
American Made, LLC		12/27/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	American Made Systems, Inc.		
Street Address:	2600 Neville Road		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15225		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2536471	EZ	
Registration Number:	2552573	RE-PRO	
CORRESPONDENCE DATA			
Fax Number:	4125861062		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4123946556		
Email:	cchannel@babstcalland.com		
Correspondent Name:	Christopher S. Channel		
Address Line 1:	Sixth Floor, Two Gateway Center		
Address Line 2:	Babst, Calland, Clements & Zomnir, P.C.		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	7002-75001		
NAME OF SUBMITTER:	Christopher S. Channel		

OP \$65.00 2536471

Signature:	/ChrisChannel/
Date:	07/24/2012
Total Attachments: 4 source=Fully Executed Assignment and Assumption Agreement (S0257216)#page1.tif source=Fully Executed Assignment and Assumption Agreement (S0257216)#page2.tif source=Fully Executed Assignment and Assumption Agreement (S0257216)#page3.tif source=Fully Executed Assignment and Assumption Agreement (S0257216)#page4.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 27th day of December, 2010, by and between **AMERICAN MADE, LLC.** ("Assignor"), having an office at 19 Leonberg Road, Cranberry Township, PA 16066, and **AMERICAN MADE SYSTEMS, INC.**, a Pennsylvania corporation, with offices at with offices at 400 Chess Street, Coraopolis, PA 15108 ("Assignee").

W I T N E S S E T H:

WHEREAS, concurrently with the execution and delivery hereof, Assignor has sold to Assignee substantially all of the assets and properties of Assignor's American Made Liner Systems division pursuant to that certain Asset Purchase and Sale Agreement, dated as of December __, 2010 (the "Asset Purchase Agreement"), by and between Assignor and Assignee; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee has agreed to assume certain liabilities and obligations of Assignor.

WHEREAS, as required by the Asset Purchase Agreement, Assignor and Assignee desire to execute and deliver this Agreement evidencing the transfer of Assignor's right, title and interest in, and to the trade names and trademarks, and the transfer of Assignor's right, title and interest in, and under the Assumed Contracts, and the assumption of the Assumed Liabilities by Assignee.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the Closing Date under the Asset Purchase Agreement (the "Closing"), Assignor hereby assigns to the Assignee, together with all consents of third parties that are required to make each such assignment effective or otherwise necessary or appropriate in connection with such assignment, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest in, to the trade names or trademarks used in the Business, including American Made Liner Systems, Armor Grey HT, E-Z, Re-Pro, Eco-Pro, and Final-Lube, and all of Assignor's right, title and interest in, to and under the Assumed Contracts.

2. Effective as of the Closing, Assignee hereby assumes and agrees to satisfy or perform when due all Assumed Liabilities. Notwithstanding anything to the contrary contained in this Agreement or in the Asset Purchase Agreement, the Assignee does not assume or agree to pay or perform any Retained Liabilities as set forth in Section 2.3 of the Asset Purchase Agreement, which shall remain liabilities of Assignor and be timely observed, performed, paid, satisfied and discharged by Assignor.

3. The terms of the Asset Purchase Agreement, including without limitation Assignor's representations, warranties, covenants, agreements and indemnities contained therein, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded by this Agreement but shall remain in full force and effect to the full extent provided therein. In the event that any provision of this Agreement is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

4. This Agreement shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

5. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

[Signature Page Follows]

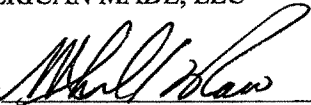
IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

ASSIGNOR:

WITNESS/ATTEST:

AMERICAN MADE, LLC

By: Erin Ahoi

By: 
Title: PRESIDENT

WITNESS/ATTEST:

ASSIGNEE:
AMERICAN MADE SYSTEMS, INC.

By: _____

By: _____
Mark Chiarelli, President

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

ASSIGNOR:

WITNESS/ATTEST:

AMERICAN MADE, LLC

By: _____

By: _____

Title: _____

WITNESS/ATTEST:

ASSIGNEE:

AMERICAN MADE SYSTEMS, INC.

By:  _____

By:  _____

Mark Chiarelli, President