

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMG Industries, Inc.		08/14/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	AMG Industries Acquisition, LLC		
Street Address:	3560 West Market Street		
Internal Address:	Suite 300		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44333		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0837134	STEEL-TITE	
Registration Number:	0876852	AMG	
CORRESPONDENCE DATA			
Fax Number:	3302538601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	330-535-5711		
Email:	iplaw@brouse.com		
Correspondent Name:	HEATHER M. BARNES		
Address Line 1:	388 SOUTH MAIN STREET		
Address Line 2:	SUITE 500		
Address Line 4:	AKRON, OHIO 44312		
ATTORNEY DOCKET NUMBER:	15033.59275		
NAME OF SUBMITTER:	Heather M. Barnes		
SIGNATURE:	/Heather M. Barnes/		
DATE SIGNED:	08/26/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment") is effective as of the 14th day of August 2015 ("Effective Date"), by and between AMG INDUSTRIES, INC., an Ohio corporation ("Assignor") and AMG INDUSTRIES ACQUISITION, LLC, an Ohio limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor, David L. McElroy, Dennis R. McElroy, 200 Commerce Drive, LLC, Assignee, and AMG Industries Real Estate, LLC, of even date herewith, ("Purchase Agreement"), Assignor wishes to transfer all Intellectual Property Assets, including but not limited to the Intellectual Property Assets set forth in Exhibit A, to Assignee; and

WHEREAS, Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the Intellectual Property Assets, including but not limited to the Intellectual Property Assets set forth in Exhibit A.

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

1. Definitions. Capitalized terms which are used herein but not otherwise defined in this IP Assignment shall have the meaning ascribed to such terms in the Purchase Agreement.
2. Assignment. Upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor hereby irrevocably sells, assigns, transfers and otherwise conveys unto the Assignee, without recourse, all right, title and interest of the Assignor in and to the Intellectual Property Assets, including but not limited to all intellectual property owned or licensed (as licensor or licensee) by Assignor in which Assignor has a proprietary interest in the United States or foreign jurisdiction including without limitation (i) Assignor's name, the name "AMG Industries" and all derivatives thereof, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications, trade dress and the goodwill associated therewith; (ii) all patents, patent applications and inventions and discoveries that may or may not be patentable; (iii) all registered and unregistered copyrights in both published works and unpublished works; (iv) all rights in mask works; (v) all know-how, trade secrets, confidential or proprietary information, customer lists, Software, technical information, data, process technology, plans, drawings and blue prints; and (vi) all rights in internet web sites and internet domain names presently used by Assignor ("Web Names"), all foregoing rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Intellectual Property Assets.
3. EXCEPT AS SPECIFICALLY PROVIDED IN THE PURCHASE AGREEMENT, ASSIGNEE IS NOT ASSUMING, AND SHALL NOT BE LIABLE OR RESPONSIBLE FOR, ANY LIABILITIES, ACCRUALS, OBLIGATIONS, DEBTS, CONTRACTS OR OTHER COMMITMENTS OF ASSIGNOR OF ANY KIND WHATSOEVER, WHETHER SUCH LIABILITIES ARE KNOWN OR UNKNOWN, FIXED, MATURED, OR CONTINGENT, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT OR SERVICES SOLD AND/OR LEASED/RENTED BY ASSIGNOR PRIOR TO CLOSING AND ANY LIABILITIES ASSOCIATED WITH THE BUSINESS PRIOR TO THE CLOSING DATE.
4. Transfer of Web Names. Assignor shall complete the transfer of the Web Names to Assignee within five (5) business days after the Effective Date of this IP Assignment.

5. Governing Law. This IP Assignment shall be interpreted, enforced under, and governed by the laws of the State of Ohio, without regard to choice or conflicts of laws principles or rule (whether of the State of Ohio or any other jurisdiction).

6. Amendment; Waiver. No amendment, modification, change or discharge of any provision of this IP Assignment is valid or binding unless it is in writing and signed by all the parties hereto. No waiver of any of the terms of this IP Assignment is valid unless signed by all the parties hereto.

7. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements, and indemnities are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


8. Execution of IP Assignment. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this IP Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this IP Assignment as to the parties hereto and may be used in lieu of the original IP Assignment for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the Effective Date.

ASSIGNEE:
AMG INDUSTRIES ACQUISITION, LLC

ASSIGNOR:
AMG INDUSTRIES, INC.

By: 
Stephen Gallant, Secretary-Treasurer


By: _____
David J. McElroy, President

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the Effective Date.

ASSIGNEE:
AMG INDUSTRIES ACQUISITION, LLC

ASSIGNOR:
AMG INDUSTRIES, INC.

By: _____
Stephen Gallant, Secretary-Treasurer

By: 
David J. McElroy, President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005608 FRAME: 0945

EXHIBIT A

Marks

1. U.S. Trademark Registration No. 837,134 for the mark "STEEL-TITE".
2. U.S. Trademark Registration No. 876,852 for the mark "AMG".
3. Ohio Trade Name "AMG Industries, Inc."
4. Ohio Corporate Name "AMG Industries, Inc."

Web Names

www.amgindustries.com