

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CORRECTED BY DECLARATION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All-American Hose LLC		04/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AAH Acquisition LLC		
Doing Business As:	All-American Hose LLC		
Street Address:	217 Titusville Road		
City:	Union City		
State/Country:	PENNSYLVANIA		
Postal Code:	16438		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4408547	HYDROXTREME	
Registration Number:	4408548	HYDROXTREME	
Registration Number:	3776410	HOSE RECORD VAULT	
Registration Number:	1821337	P	
Registration Number:	0976811	N-DURA	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-696-3952		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	Heather M. Barnes c/o-Tucker Ellis LLP		
Address Line 1:	950 MAIN AVENUE		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	15433-000001		
NAME OF SUBMITTER:	Heather M. Barnes		
SIGNATURE:	/Heather M. Barnes/		
DATE SIGNED:	05/02/2019		

CH \$140.00 4408547

Total Attachments: 76

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Declaration of Ronald W. Stanley to Confirm and Correct Patent Assignment
and Trademark Assignment from All-American Hose LLC.

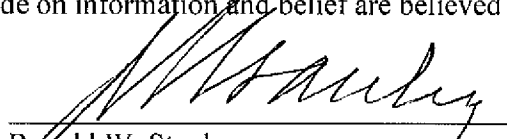
I, Ronald W. Stanley, declare as follows:

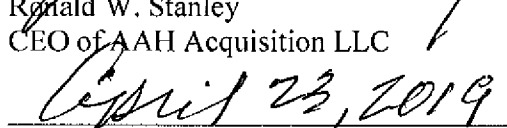
1. I am the Chief Executive Officer of AAH Acquisition LLC, dba All-American Hose LLC, a Delaware limited liability company having an address at 217 Titusville Road, Union City, Pennsylvania, United States of America 16438 (“AAH Acquisition”).
2. I have held this position for three (3) years.
3. I have personal knowledge of the facts set forth in this Declaration.
4. AAH Acquisition acquired certain intellectual property assets, including without limitation, the patents and trademark registrations set forth on Exhibit A (the “Registered IP”), from All-American Hose LLC, a Delaware limited liability company having an address at 217 Titusville Road, Union City, Pennsylvania, United States of America 16438 (“All-American Hose”) pursuant to a proceeding for breach of contract and appointment of receiver, captioned as *First Niagara Bank, N.A. v. All-American Hose, LLC*, Case Number 11718-VCG, in The Court of Chancery of The State of Delaware, United States of America, filed on November 18, 2015 (the “Receivership”). The relevant facts relating to the acquisition of the Registered IP are set forth below.
5. As part of the Receivership, the Delaware Court of Chancery electronically granted an order appointing Compass Advisory Partners, LLC having an address at The Carlyle, 306 Fourth Avenue, Suite 701, Pittsburgh, Pennsylvania 15222 (“Compass”) receiver. *See*, In the Court of Chancery of the State of Delaware Stipulated and [Proposed] Order Appointing Receiver granted November 19, 2015, attached as Exhibit B.
6. On March 15, 2016, Compass (on behalf of All-American Hose) and AAH Acquisition entered into an Asset Purchase Agreement (“APA”), a redacted copy of which is attached hereto as Exhibit C. Pursuant to the APA, AAH Acquisition acquired, “any and all of the Debtor’s intellectual property, licensed intellectual property, trade names and other agreements related therein, including those set forth on Schedule 1.1(i).” *See*, Section 1.1(i) of Exhibit C.
7. On April 21, 2016, the Delaware Court of Chancery electronically entered an Order for Compass Advisory Partners LLC to (a) Sell Substantially All of Defendant’s Assets Free and Clear of All Liens, Claims and Encumbrances and (b) Terminate Receiver’s Duties and Obligations (the “Free and Clear Order”), a copy of which is attached as Exhibit D. The Free and Clear Order approved the APA, thus enabling Compass, on behalf of All-American Hose, to transfer All-American Hose’s intellectual property to AAH Acquisition.

8. The Free and Clear Order also terminated the Receiver's duties and obligations in the proceeding upon the closing date of the APA. As such, the Receiver is unavailable to execute a new assignment or a confirmatory assignment for the Registered IP.
9. On April 25, 2016, pursuant to the APA, All-American Hose changed its legal name to NASC Estate LLC, a Delaware limited liability company. A copy of the Delaware Certificate of Amendment is attached hereto as Exhibit E.
10. On May 11, 2016, AAH Acquisition filed a fictitious name registration for All-American Hose LLC with the Pennsylvania Secretary of State. A copy of the online records of the Pennsylvania Secretary of State website are attached as Exhibit F. In the Commonwealth of Pennsylvania of the United States of America, to the extent a person or entity conducts business under a name, which is not a proper legal name, such alternate name is identified as a "fictitious name" and is required to be registered with the Pennsylvania Department of State.
11. On October 21, 2016, a Patent Assignment Agreement was recorded in the United States Patent and Trademark Office's assignment records at reel/frame number 040249/0100. A copy of the assignment document and filing receipt are attached as Exhibit G. A Trademark Assignment Agreement was recorded on the same date bearing reel/frame number 005916/0406 and a copy including filing receipt are attached as Exhibit H. Both assignment agreements were executed by All-American Hose and All-American Hose Acquisitions LLC (collectively, the "Patent and Trademark Assignments").
12. The Patent and Trademark Assignments had a number of inadvertent errors, including the following:
 - a. The party referenced as "All-American Hose LLC" should have been NASC Estate, LLC, formerly known as All-American Hose LLC. This is the correct entity, but a ministerial error identified the wrong name.
 - b. The party referenced as All-American Hose Acquisitions LLC should have been AAH Acquisition LLC, dba All-American Hose LLC. This is the correct entity, but a ministerial error identified the wrong name.
 - c. I inadvertently executed the Patent and Trademark Assignments for All-American Hose LLC, and the signatory should have been Compass on behalf of NASC Estate, LLC, formerly known as All-American Hose LLC.
13. Irrespective of the erroneous information on the Patent and Trademark Assignments, the APA and the Free and Clear Order provide evidence of AAH Acquisition's exclusive ownership of the intellectual property assets, including without limitation, the Registered IP.
14. The record of title for the Registered IP in the Patent Assignment and Trademark Assignment records of the U.S. Patent and Trademark Office needs to be corrected to reflect the proper chain of title of the Registered IP in the name of AAH Acquisition LLC, dba All-American Hose LLC. Further, the record of title for the Registered IP should be properly recorded in the name of AAH Acquisition LLC, dba All-American

Hose LLC before the Canadian Intellectual Property Office and the Australian Intellectual Property Office, IP Australia.

The declarant being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.



Ronald W. Stanley
CEO of AAH Acquisition LLC


Date

Exhibit A

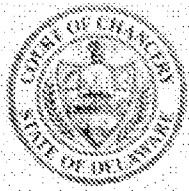
Registered Intellectual Property

Patents

<u>Patent Title</u>	<u>Country</u>	<u>Patent No.</u>
Process for Making a Hose	US	8,894,786
Hose Coupling	US	8,047,577
Coupling Half & Method of Making	US	6,102,450

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Application/Registration No.</u>
Hydroxtreme & Design	US	4,408,547
Hydroxtreme	US	4,408,548
Hose Record Vault	US	3,776,410
P & Design	US	1,821,337
N-DURA	US	976,811
N-DURA	CA	TMA244648
DURA LIGHT	AU	964295



GRANTED

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

FIRST NIAGARA BANK, N.A.,

Plaintiff.

v.

ALL-AMERICAN HOSE LLC
217 TITUSVILLE ROAD
UNION CITY, PA 16438,

Defendant.

C.A. No.: 11718-VCG

STIPULATED AND [PROPOSED] ORDER APPOINTING RECEIVER

AND NOW, this _____ day of _____, 2015, upon consideration of the Verified Complaint to Appoint Receiver (the "Complaint")¹ filed by First Niagara Bank, N.A. ("Lender" or "Plaintiff"), and defendant All-American Hose LLC ("Defendant") having reviewed the Complaint, and engaged in arms' length discussions and negotiations with Lender, and based on the exchange of the considerations set forth herein, the Complaint is hereby GRANTED to the extent set forth below and it hereby is ORDERED, AGREED and DECREED that:

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Complaint.

GENERAL FINDINGS

1. Service of the Complaint was accepted by Defendant.
2. Defendant is in default (the “Existing Defaults”) under the Loan Documents, which Existing Defaults are material and continuing.
3. Defendant is unable to effectively manage and operate its real property and business affairs due to, inter alia, lack of cash and access to additional financing.
4. Defendant’s business operations have suffered (and continue to suffer).
5. As a result of the foregoing, the preservation and value of Defendant’s assets are at risk of decline, deterioration, and dissolution.
6. The appointment of a receiver for Defendant is necessary to preserve and maintain the value of Defendant’s assets and business and to market Defendant’s business, personal property and owned and leased real property (the “Real Property”) for sale as the Receiver deems appropriate.
7. Pursuant to Delaware Court of Chancery Rule 148, this Court’s inherent equitable powers, and section 7.3 of the Loan Agreement, dated October 31, 2014, between Defendant and Lender, and with Defendant’s consent, the Court is authorized to appoint a receiver over Defendant.

8. The Plaintiff has requested that this Court appoint Compass Advisory Partners, LLC (“Compass” or the “Receiver”) as receiver.

AUTHORITY AND DUTIES OF RECEIVER

9. Compass is hereby appointed the receiver for Defendant to take control, custody, and management of Defendant’s business and the Real Property and, except as set forth to the contrary herein, all of Defendant’s personal property, including, among other things, all general intangibles, bills and accounts receivable, cash on hand and in banks, and all of Defendant’s contract rights, and all leases, contracts, rights, insurance policies (excluding any liability, fidelity, errors and omissions, directors and officers liability, or other fiduciary-type policies of insurance and any proceeds thereof hereafter “Claim Policies”, provided that Receiver may request to be added to such applicable Claim Policies, as an additional covered party, provided further, however, the Defendant makes no representation regarding whether any insurer will agree to add the Receiver to any Claims Policy), claims, causes of action (excluding all claims, rights, and coverage available under any applicable insurance policy, indemnity agreement, insured contract, fidelity bond, or similar arrangement to pay, reimburse, or defend any loss, direct loss, damages, punitive damages, defense costs, investigative costs, liability or similar sums), intangibles, drawings, licenses, permits, patents, trademarks and names, copyrights, corporate franchises, and its income and profits,

books of accounts, records and other books, papers and accounts, deeds, muniments of title, and all interests, easements, privileges, rights and assets of every kind and whatever nature owned by or which Defendant has any interest in whatsoever (the “Personal Property”, and collectively with the Real Property, the “Receivership Property”), until such time as provided for in accordance with the following terms of this Order. Compliance with Delaware Court of Chancery Rule 150 shall not be required. Notwithstanding the foregoing or any provision herein to the contrary, and by way of further clarification, Receivership Property shall not include claims and causes of action including, without limitation, any causes of action under 6 Del. C. §§1301, et seq. or 6 Del. C. §§ 18-607 and 18-804 other than Defendant’s rights to enforce upon and otherwise collect its receivables and other tangible assets. Receivership Property shall not include any documents, in any format or media, that are subject to the attorney client privilege, work product doctrine or any other similar privilege or doctrine. Receiver shall not be entitled to obtain any information or documents that fall within the attorney client privilege or work product doctrine. Lender and Defendant agree that the only functions of the Receiver shall be to: (a) manage the day-to-day affairs of the business of Defendant; (b) sell the business of Defendant; and/or (c) liquidate Defendant’s business and assets. Defendant shall retain all other rights with regard to its affairs, including but not limited to: (a) administering and or dissolving All-

American Hose, LLC 401(k) Profit Sharing Plan and All American Hose, LLC UAW Employee' Pension Plan, (b) maintaining, selling and/or otherwise liquidating Defendant's Cessna Citation 650, serial number 650-0222, FAA number N-333AH (the "Citation Jet") and the proceeds thereof, (c) administering its claims and causes of action other than those related to Defendant's ordinary course of business, (d) all tax matters except as otherwise provided herein, (e) all rights with respect to any liability, fidelity, errors and omissions, directors and officers liability, or other fiduciary policies of insurance and any proceeds thereof, and (f) dissolving under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (collectively, the "Non-Receivership Property"). The Receiver shall be compensated consistent with the provisions of Delaware Court of Chancery Rules 164-167. The Receiver will be compensated at the rate of \$325.00 per hour for principals, \$300 per hour for managing directors, \$275.00 per hour for directors and \$75.00 per hour for administrative assistants. The Receiver shall be reimbursed for reasonable expenses incurred in the performance of the Receiver's duties, including reasonable attorneys' fees. The Receiver may be paid from the revenue of the Receivership Property, or if the Receivership Property is not sufficient to pay the Receiver's personal expenses and fees, Lender agrees to indemnify and pay all of the Receiver's reasonable expenses and fees, including the Receiver's reasonable legal fees incurred on or after the Effective Date.

Moreover, Lender agrees to indemnify the Receiver, its agents and subcontractors, from any liability, debts, claims, demands, damages, actions, causes of action and/or judgments which (i) arise out of the receivership herein, (ii) are brought against the Receiver, its agents or subcontractors, personally, and (iii) are not attributable to the Receiver, its agents' or subcontractors' intentional misconduct or gross negligence. For the avoidance of doubt, nothing herein shall be construed as an agreement by Lender to indemnify any party (with the exception of the Receiver) for any liability, debts, claims, demands, actions, causes of action and/or judgments of or against (a) either Defendant or (b) any of Defendant's officers, directors, shareholders or employees. In no event shall any of Defendant, Defendant's officers, directors, shareholders, members or employees be liable for any of the Receiver's fees or expenses, or any action or inaction by the Receiver in exercising his duties hereunder, including, without limitation, the operation of Defendant's business or the sale, abandonment or other disposition of Receivership Property.

10. Subject to such restrictions as may be expressed in this Order, and subject to the rights, interests, and benefit of Lender, the Receiver is granted all of the rights, duties and responsibilities of a court-appointed receiver, including all functions necessary to continue the operation of Defendant's business and the Receivership Property and including, in any event, all necessary powers to manage

and operate Defendant and the Receivership Property, including, but not limited to, the following powers and responsibilities: (a) to take possession of the Receivership Property, including but not limited to, all books, records, bank accounts, keys, combinations for locks or other access information, or which relate in any manner to the management or operation of all or any portion of the Receivership Property, (b) to direct Defendant, and its members, officers, agents, employees or other representatives to immediately turn over and deliver or cause to be delivered to the Receiver or its designee all personalty which relates in any manner to the management or operation of the Receivership Property, including but not limited to, all keys, combinations for locks or other access codes, books, records, accounts, operating statements, reserve accounts and the like pertaining to the operation of the Receivership Property, (c) to sell or lease or transfer all or any portion of the Receivership Property and to do all acts and things necessary or advisable in connection therewith, (d) to execute all deeds, leases or other instruments in the name of Defendant regarding Defendant's right, title and interest in and to any of the Receivership Property, (e) to negotiate all bills, drafts, notes or other instruments in the name of Defendant, (f) to take such steps with respect to the outstanding accounts payable in order to maintain, preserve, and protect the Receivership Property including, but not limited to, to discern the status of the outstanding accounts payable and to settle any such accounts that the Receiver or

its designee deems necessary and the power to demand, collect and receive from all present and future tenants or occupants and account debtors, (g) to employ such counsel, accountants or other professionals, as may be necessary in order to carry out the duties as Receiver and to preserve, maintain and liquidate the Receivership Property, (h) to terminate, cancel, abrogate or suspend performance under any or all agreements, contracts, understandings or commitments entered into by Defendant with respect to the Receivership Property, (i) to maintain existing or open new accounts with, or negotiate, compromise or otherwise resolve existing obligations to taxing bodies or municipal entities, utility companies or other service providers or suppliers of goods or services or to otherwise enter into such agreements, contracts or understandings with such taxing bodies or municipal entities or other service providers or suppliers as relate to and are necessary to maintain, preserve and protect the Receivership Property, (j) to open new bank accounts, (k) to borrow such additional funds, if any, which Lender may be willing to lend for the operation of the business and the operation, preservation and maintenance of the Receivership Property, including current costs of repairs and general maintenance, security, utilities, insurance, real estate taxes or other necessary expenses and services (the "Additional Loans"), (l) to grant liens on and security interests in the Receivership Property to secure any Additional Loans, and (m) to apply to this Court for further direction and for such further powers as may

be necessary to enable the Receiver to fulfill its duties. Notwithstanding the foregoing, and to avoid uncertainty, Receiver must, with prior notice to Defendant's counsel, obtain court approval to take any actions that are out of the ordinary course of Defendant's business unless Defendant expressly consents to the proposed action; provided, however, that individual sales of Receivership Property for less than: (x) \$100,000 shall not require court approval; and (y) for more than \$50,000, shall be on prior notice to Defendant's counsel (electronic notice being an acceptable form of notice). Notwithstanding the foregoing, to the extent the Receiver's operation of the Defendant's business or the Receivership Property conflicts with Defendant's administration of the Non-Receivership Property, the parties shall work together and reasonably cooperate to avoid any dispute.

11. Any Additional Loans by Lender shall be governed and secured by the Loan Documents or any additional loan documents which Lender may require and the Receiver may agree to. Notwithstanding any provision in this Order, Lender is and will continue to be secured by the Receivership Property to the same extent, validity and priority it was prior to the Effective Date (as defined herein). Any such advances made to the Receiver or Defendant that Lender is obligated or allowed to make under any mortgage or Loan Documents; any advances made toward all or part of the cost of completing any erection, construction, alteration or

repair of the Real Property, the financing of which a particular Mortgage was given to secure, including but not limited to, any contractor for labor performed or materials furnished in connection with the Properties, whether or not secured by a mechanics' lien; any advances to pay taxes, assessments, maintenance charges and insurance premiums; any advances for costs incurred for the protection and preservation of the Real Property or the lien of the Mortgages; any advances for expenses incurred by Lender by reason of an Existing Default; or any advances for any other costs incurred by Lender to protect and preserve the Real Property or the Receivership Property, will continue to be secured by a first priority lien on the Real Property in accordance with the respective Mortgages for the subject property and 42 Pa.C.S. § 8143. Any advances made by Lender will accrue interest at the Default Rate set forth in the Loan Documents.

12. In order to exercise the authority conferred upon it under this paragraph and more generally by this Order, and subject to the limitations contained within this Order, the Receiver is hereby vested with the standing and all power and authority of, but without the liability of or associated with, or obligation to act as: (a) the manager of Defendant, (b) Defendant in its capacity and relationship as "employer" as the Receiver deems necessary for the operation and management of the Receivership Property, including, but not limited to, the power and authority to (i) execute documents, instruments and resolutions in connection

with any authorized sale or finance transaction, and (ii) have and obtain access to employee records, reports and communications and other work product related to the ordinary course of Defendant's business, provided, however, no action or inaction by the Receiver shall cause or result in any liability of Defendant's officers, directors, members, shareholders or employees.

13. The Receiver is authorized in its discretion to employ, fix and pay the compensation, salaries and wages of all managers, agents, employees, servants and contractors for Defendant as may be advisable or necessary in its judgment for the operation, management, conduct, control, leasing, sale or custody of the affairs of the Receivership Property.

14. The Receiver is authorized to pay, from the income and receipts of the business operations of Defendant and all other funds and monies coming into its hands pursuant to this Order as follows:

(a) first, to the Receiver toward payment of the Receiver's compensation in accordance with this Order after securing Court approval of the reasonableness of the compensation;

(b) second, to the reasonable costs and expenses incurred by the Receiver in the performance of its duties in accordance with this Order after securing Court approval of the reasonableness of the costs and expenses;

(c) third, to the payment of all expenses reasonably necessary to hold, retain, manage, lease, operate, use, preserve and protect the Receivership Property in accordance with this Order, provided, however, except in cases of emergency as reasonably determined by Receiver, that Receiver shall not

expend in excess of \$5,000.00 for any single repair, replacement or capital improvement without the prior written approval of Lender or absent such approval of Lender, further application or authorization by this Court; provided, however, neither the Receiver nor Lender shall be liable for any expenses, claims or liabilities incurred with regard to the Receivership Property prior to the Effective Date of this Order. The Receiver shall not be required to use any income and receipts collected after the Effective Date of this Order for payment of any expenses incurred with regard to the Receivership Property prior to the Effective Date; but notwithstanding the foregoing, the Receiver may pay such expenses, if any, which were incurred prior to the Effective Date as the Receiver deems reasonably necessary in the exercise of its business judgment;

(d) fourth, the balance of any such income and receipts shall be deposited by the Receiver in an account to be established by the Receiver at Lender, which funds in the Receiver's Account shall remain collateral for the Loans and Additional Loans in accordance with the terms of the Loan Documents and shall be paid to Lender, in accordance with the terms of the Loan Documents; and

(e) last, if and after the Loans and Additional Loans have been indefeasibly paid in full in cash, any remaining income or other receipts from the Receivership Property shall be disbursed as directed by further Order of this Court.

The compensation of the Receiver, as well as all fees and costs incurred by the Receiver and receivership costs and expenses, shall have administrative priority over all other claims.

15. If the Receiver determines at any time, and from time to time, that the amount of income and receipts then in the possession of the Receiver, or which the Receiver anticipates will be in the possession of the Receiver from the

operation of Defendant's business, is insufficient to pay any expenses (with the exception of the Receiver's fees and the Receiver's expenses) described in this Order, then the Receiver shall promptly notify Lender of the amount of such deficit, whereupon Lender shall have the right, but not the obligation, to advance to the Receiver all or any portion of such deficit, and: (a) any such amount advanced by Lender shall be secured by the security title, security interest, lien and encumbrance of the Loan Documents; and (b) no such amount advanced by Lender shall render or shall be deemed to render Lender a mortgagee in possession of any real property owned by Defendant or otherwise subject Lender to any liability to Defendant under the Loan Documents or be considered a waiver of any default by Defendant under the Loan Documents or Lender's rights thereunder or otherwise. In no event shall the Receiver be obligated to advance its own funds for the satisfaction of such expenses.

16. The Receiver's initial report under Delaware Court of Chancery Rule 151 shall be due within forty-five (45) days after the Effective Date of this Order and shall include, as provided by the Delaware Court of Chancery Rules: (a) an inventory of all the estate, property and effects of the company and an appraisalment thereof to be made by appraisers to be appointed by the Court; (b) a list of the debtors and creditors of the company, showing all the debts due to and from the company, with the last-known post-office address or place of business of

each debtor and creditor; and (3) a list of the stockholders of the company with the last-known post-office address or place of business.

17. The Receiver or its designee shall keep a true and accurate account of any and all receipts and expenditures and shall, so often as the Court directs, file with the Court such reports as the Court may require.

18. Within fifteen (15) days of the filing of the Receiver's Initial Report under Delaware Court of Chancery Rule 151, the Register of Chancery shall give notice to every known creditor of the Company as provided by Delaware Court of Chancery Rule 153.

19. All rents, issues, profits, revenues, income or other payments that are now or hereafter become due (hereinafter, collectively, the "Accounts") with respect to all or any portion of the Receivership Property whether pursuant to oral or written agreements shall be remitted by the account debtors directly to the Receiver. Notwithstanding Delaware Court of Chancery Rule 152, the Receiver is hereby authorized to deposit all proceeds of Receivership Property into a deposit account at First Niagara Bank, whether a newly created deposit account in the name of the Receiver or an All-American Hose deposit account retitled in the name of the Receiver.

20. The Receiver is authorized to serve with no bond.

21. No person or entity may file suit against the Receiver, in his capacity as the Receiver, unless otherwise authorized in advance by this Court.

22. The liability of the Receiver and his advisors, agents, representatives, employees, affiliates, successors and assigns (“Exculpation Parties”), for any and all claims, liabilities, damages, fees, costs, expenses and charges incurred or arising from their respective acts or omissions in connection with the Companies, this Order, the receivership established pursuant to this Order, and/or the receivership assets and receivership estate (“Related Matters”), shall exist only to the extent that this Court determines by a final and nonappealable judgment that such acts or omissions resulted solely from such person’s bad faith, willful misconduct or gross negligence. The Receiver shall be fully protected by the receivership estate from any action taken or suffered or omitted by the Receiver in reasonable reliance upon the advice of his advisors, except in the case of willful misconduct of the Receiver as determined by a final order of this Court. This paragraph shall survive the termination or resignation of Receiver, and the termination or suspension of the receivership. Notwithstanding the foregoing, the Receiver shall be under no obligation to consult with his advisors and his good faith determination not to do so shall not result in the imposition of liability on the Receiver, including but not limited to any personal liability as an “employer” under any applicable law, unless such determination arises from the Receiver’s willful

misconduct or fraud. This paragraph shall survive the termination or resignation of Receiver, and the termination or suspension of the receivership.

23. Except as set forth above, the Receiver shall have no personal liability for any liabilities arising out of or relating to Defendant or its businesses or the Receivership Property or the Receiver's management and operation thereof.

24. The Lender shall have no personal liability for any liabilities arising out of or relating to Defendant or its businesses or the Receivership Property or the Receiver's management and operation thereof.

25. The Receiver may, in its sole discretion, obtain liability insurance to protect itself in carrying out its duties hereunder with a policy limit acceptable to Lender, and the premium therefore shall be paid from the Receivership Property.

26. The Receiver and Lender, their employees and counsel are entitled to rely on all outstanding rules of law and Court Orders and shall not be liable to anyone for their own good faith compliance with any order, rule, law, judgment or decree. In no event shall the Receiver or Lender be liable to anyone for good faith compliance with their duties and responsibilities under applicable law, nor shall the Receiver, Lender or their employees, agents or advisors be liable to anyone for any actions taken or omitted by them, except upon a finding by this

Court that they acted or failed to act as a result of intentional misconduct, bad faith and/or self-dealing or reckless disregard of their duties or this Order.

27. Upon review and approval of the adequacy of insurance coverage in place, the Receiver shall permit existing insurance coverage for the Receivership Property to remain in force until the expiration of the current paid up term under such policy or policies and shall notify the insurance carriers immediately of the appointment of the Receiver hereby and Complaint that the Receiver and Lender be added to the insurance policy or policies as an Additional Insured thereunder. Upon the expiration of the paid up portion of such policy or policies, the Receiver shall have the responsibility for keeping the Receivership Property insured in an amount the Receiver deems appropriate given the condition of the Receivership Property using its reasonable business judgment, and may as an option keep in force the existing insurance coverages or obtain new coverages for the Receivership Property, each of which coverages shall name the Receiver, in addition to Lender, as an Additional Insured thereunder.

28. Defendant, its directors, managers, members, partners, officers, agents, employees or other representatives, as the case may be, under this Order are hereby directed to use their best efforts to ensure a smooth transition of the operation of the Receivership Property to the Receiver or its designee, and Defendant shall cooperate with the Receiver or its designee in consummating such

transition and the Receiver, its directors, managers, members, partners, officers, agents, employees or other representatives, as the case may be, shall have the reciprocal duty and obligation with respect to the Non-Receivership Property.

29. Except as provided herein with respect to the Non-Receivership Property or with any other obligation or liability for which Defendant, its directors, managers, members, partners, officers or employees remains responsible or liable, Defendant, its directors, managers, members, partners, officers, agents, employees or other representatives, as the case may be, are hereby enjoined from interfering in any manner with the Receiver or its management of the Receivership Property, with regard to the ordinary course of Defendant's business and other actions authorized by this Order, including but not limited to the liquidation and/or sale of the Receivership Property.

30. The Receiver shall not be bound or personally liable for any or all contracts, agreements, understandings or other commitments Defendant had, or may have with third parties with respect to Defendant's business operations or the Receivership Property, whether oral or written. The Receiver may, by an affirmative written ratification executed by the Receiver, agree to become bound to any such contracts, agreements, understandings or other commitments or may agree to enter into any new or amended contracts, agreements, understandings or other commitments. Nothing in this Order constitutes or shall be construed to

constitute an assumption of any of the leases, contracts or agreements currently existing with respect to Defendant's business operations of the Receivership Property by the Receiver or a waiver by the Receiver of any default under any such lease, contract or agreement.

31. Except as provided herein with respect to the Non-Receivership Property or any other obligation or liability for which Defendant, its directors, managers, members, partners, officers or employees remains responsible or liable, Defendant, its directors, managers, members, partners, creditors, landlords, accounts payable creditors, secured or unsecured lenders, lessors and other persons, and all others acting on behalf of any such person, including sheriffs, marshals, other officers, deputies, servants, agents, employees and attorneys, are, without first obtaining leave of this Court with prior written notice to the Receiver, Defendant and Lender and their respective counsel, enjoined from:

- a. Commencing, prosecuting, continuing or enforcing any suit or proceeding in law, equity, or otherwise against or affecting any of the Receivership Property, except that such actions may be filed to toll any statutes of limitations;
- b. Using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any portion of the Receivership Property, wherever situated;
- c. Attempting to modify, cancel, terminate, call, extinguish, revoke or accelerate the due date of any lease, loan, mortgage,

indebtedness, security agreement or any document otherwise affecting the Receivership Property, except that the Receiver and Lender may enter into any additional agreements or Loan Documents which Lender may require as a condition to the extension of additional credit or the making of the Additional Loans;

d. Doing any act to interfere with the taking control, possession, or management, by the Receiver, of any portion of the Receivership Property or to interfere in any manner with the jurisdiction of this Court over the Receivership Property;

e. Engaging in any act to create, perfect, or enforce any lien against the Receivership Property;

f. Engaging in any act to collect, assess, or recover a claim against the Receivership Property that arose before the appointment of the Receiver; and

g. Exercising a set off of any debt owing to Defendant that arose before the appointment of the Receiver against any claim against Defendant related to the Receivership Property.

32. Lender or the Receiver may seek to terminate the receivership authorized and created hereby at any time by filing with the Court a Motion to Terminate Appointment of Receiver. Upon hearing and determination of this Court that the purposes of this receivership having been served or for other reasonable grounds, this Court may terminate the receivership.

33. Upon the Effective Date, the Receiver shall immediately serve a copy of this Order upon Defendant.

34. The Receiver is authorized to continue, preserve, apply for new authority and otherwise keep in place any and all governmental licenses, permits

and other authority used for the operation of Defendant's businesses. In no event shall Defendant or its officers, directors, shareholders, members or employees be liable if the Receiver fails to maintain or acquire any necessary governmental licenses, permits or other authority for the operation of the Defendant's businesses.

35. The Receiver may make such arrangements as are in conformance with law for the continuation of the hiring of existing employees, if any, either by continuing them as employees of their present entity employer by paying when due all wages, salaries, fringe benefits, withholding taxes, unemployment taxes and other incidents of employment in the name of such employment entity or, in the Receiver's discretion, by employing such persons as employees of the Receiver or otherwise as the Receiver may determine, with the same power to hire and fire employees as was previously held by their previous employer. Notwithstanding the above, absent further Order of this court, the Receiver is not authorized to pay any severance or termination charges connected with any pre-receivership employment agreements of the Defendant.

36. Neither the Receiver nor Lender shall have any personal liability for any environmental liabilities arising out of or relating to Defendant or Defendant's businesses or the Receivership Property.

37. Neither the Receiver nor Lender shall have the right to file any local, state or federal tax returns on behalf of any of Defendant or shall have any

obligations or duties with respect to the personal liability or affairs of Defendant. Defendant shall be responsible for managing its tax issues. Receiver shall cooperate with Defendant to insure that all tax obligations are paid in the ordinary course of Defendant's business and shall cooperate with Defendant to permit Defendant to file all necessary and appropriate tax documents. Receiver shall insure that any trust fund taxes accruing after the Effective Date are collected, segregated and paid over to the appropriate taxing authority in a timely fashion. Any and all employment or trust fund type taxes incurred after the Effective Date shall be paid before paying any other expenses or costs of Defendant's business. Notwithstanding any provision of this Order to the contrary, the Defendant shall have the exclusive power and authority to prepare and file all federal, state, and local income tax returns.

38. Notwithstanding any provision in this Order to the contrary, the Citation Jet shall not constitute Receivership Property and the Receiver shall not interfere with Defendant's use, sale or any other disposition of the Citation Jet or the proceeds thereof.

39. The Receiver shall have no liability with respect to its duties hereunder except for the gross negligence or willful misconduct of the Receiver, its employees, or agents. The Receiver's liability as a receiver hereunder shall be

limited to the assets of the Receiver, and no other partner, director, officer, employee or agent of the Receiver shall have any personal liability hereunder.

40. Notwithstanding any provision of this Order to the contrary, nothing herein shall effect, impair or infringe upon Defendant's or its officers, directors, shareholders, members or employees or any other party that is insured from making any claim or receiving any benefit from any liability, fidelity, errors and omissions, directors and officers liability, or other fiduciary type policies of insurance and any proceeds thereof (collectively, the "Fiduciary Policies"). For the avoidance of doubt, any Fiduciary Policies will not be Receivership Property and will not be part of the Receivership estate; provided that Receiver may request to be added to such applicable insurance policies, as an additional covered party.

41. The Court shall retain jurisdiction and supervision of all matters concerning the Receiver, the receivership created hereby and the Receivership Property.

42. This Order shall be subject to such further orders as the circumstances and equities may require.

43. This Order shall be effective as of ____ a.m. on _____, 2015 (the "Effective Date"). The Receiver's rights and duties with respect to the Receivership Property and as receiver granted pursuant to this Order shall cease and terminate, in the absence of a further Order of the Court, upon the earlier to

occur of: (a) transfer and/or liquidation of all or substantially all of the assets of Defendant; and (b) agreement among Defendant and Lender to terminate the Receiver.

44. This Order shall remain in full force and effect until further order of this Court, and this Court shall retain exclusive jurisdiction of this matter for all purposes.

Dated: November 18, 2015

REED SMITH LLP

THE ROSNER LAW GROUP LLC

/s/ Brian M. Rostocki
Brian M. Rostocki (No. 4599)
John C. Cordrey (No. 5324)
1201 N. Market Street, Suite 1500
Wilmington, DE 19801
Telephone: (302) 778-7500
Facsimile: (302) 778-7575

/s/ Scott J. Leonhardt
Frederick B. Rosner (No. 3395)
Scott J. Leonhardt (No. 4885)
824 N. Market Street, Suite 810
Wilmington, DE 19801
Telephone: (302) 319-6300

Counsel for Plaintiff

Counsel for Defendant

IT IS SO ORDERED, this ____ day of November, 2015.

Vice Chancellor Glasscock

This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery Civil Action

Judge: Sam Glasscock

File & Serve

Transaction ID: 58190036

Current Date: Nov 19, 2015

Case Number: 11718-VCG

Case Name: First Niagara Bank, N.A. v. All-American Hose, LLC

Court Authorizer: Glasscock, Sam

/s/ Judge Glasscock, Sam

Exhibit C

ASSET PURCHASE AGREEMENT

By and Between

AAH ACQUISITION, LLC

And

ALL-AMERICAN HOSE, LLC

March 15, 2016

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is entered into as of March 15, 2016, by and among AAH ACQUISITION, LLC, a Delaware limited liability company (the "*Buyer*"), and ALL-AMERICAN HOSE, LLC, a Delaware limited liability company (the "*Debtor*," together with the Buyer, the "*Parties*", and each individually a "*Party*").

RECITALS

A. On November 18, 2015 (the "*Receivership Order Date*"), the Delaware Court of Chancery (the "*Receivership Court*") appointed Compass Advisory Partners, LLC ("*Receiver*") as receiver of the Debtor's assets pursuant to a Stipulated Order Appointing Receiver (as amended the "*Receivership Order*") entered in Case Number 11718-VCG (the "*Receivership Case*").

B. The Debtor is in the business of (i) designing, manufacturing, and selling fire hose, other hoses products, and related products and services, (ii) designing, manufacturing, and selling oil and gas fluid transfer applications, and (iii) any other business in which the Debtor is currently engaged or was previously engaged (the "*Business*").

C. Pursuant to the Receivership Order, the Receiver is authorized and empowered to sell the Receivership Property (as defined in the Receivership Order) and to liquidate the Debtor's business and assets.

REDACTED

F. Buyer is or will be substituted in as the named Plaintiff in the Receivership Case.

REDACTED

H. The transactions contemplated by this Agreement are subject to the approval of the Receivership Court and will be consummated only pursuant to an order entered by the Receivership Court in the Receivership Case authorizing and ordering the sale of the Assets to

the Buyer free and clear of all liens, claims, interests, and encumbrances (“*Encumbrances*”) pursuant to the terms of this Agreement, in form and substance acceptable to the Buyer in its sole discretion (the “*Sale Order*”).

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
TRANSFER OF ASSETS**

Section 1.1 Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing the Debtor shall sell, transfer, assign, and deliver to the Buyer, and the Buyer shall purchase from the Debtor, all of the Debtor’s right, title, and interest, free and clear of all Encumbrances, all of the Receivership Property, including all personal, real, tangible, and intangible property, and all rights related to the Business, wherever located, including, without limitation, the assets listed below, excluding only the Excluded Assets set forth in Section 1.3 (collectively, the “*Assets*”):

REDACTED

(i) any and all of the Debtor's intellectual property, licensed intellectual property, trade names and other agreements related therein, including those set forth on Schedule 1.1(i);

(j) all causes of action and all rights and claims of the Debtor related to or arising from the Assets, but specifically excluding all causes of action and all rights and claims of the Debtor related to or arising from the Excluded Assets and the Excluded Liabilities, including, without limitation, any actual or potential causes of action related to certain inventory of the Debtor that was damaged during construction and demolition;

REDACTED

(l) all of the goodwill of the Business.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

ALL-AMERICAN HOSE, LLC

**By: COMPASS ADVISORY PARTNERS,
LLC, in its Capacity as Receiver of the
Assets of All American Hose, LLC, and
not in its personal capacity**

By: 

Name: Nicholas Arrington
Title: Managing Member

AAH ACQUISITION, LLC

By: _____

Name: Ronald Stanley
Title: Chief Executive Officer

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Signature Page to Asset Purchase Agreement

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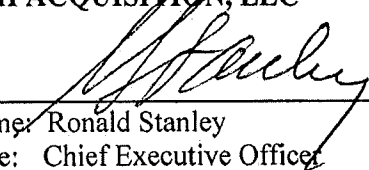
IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

ALL-AMERICAN HOSE, LLC

**By: COMPASS ADVISORY PARTNERS,
LLC, in its Capacity as Receiver of the
Assets of All American Hose, LLC, and
not in its personal capacity**

By: _____
Name: Nicholas Arrington
Title: Managing Member

AAH ACQUISITION, LLC

By:  _____
Name: Ronald Stanley
Title: Chief Executive Officer

REDACTED

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TRADEMARK
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REDACTED

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Schedule 1.1(i)

Intellectual Property

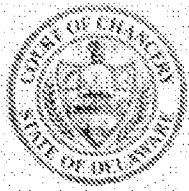
All intellectual property owned by or licensed to the Debtor¹

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed in that certain Asset Purchase Agreement dated March 15, 2016 by and between AAH Acquisition, LLC and All-American Hose, LLC.

REDACTED

REDACTED

REDACTED



GRANTED

EFiled: Apr 21 2016 09:54 AM
Transaction ID 58894704
Case No. 11718-VCG



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

FIRST NIAGARA BANK, N.A.,	:	
	:	
Plaintiff,	:	
v.	:	C.A. No. 11718 (VCG)
	:	
ALL-AMERICAN HOSE, LLC	:	
	:	
Defendant.	:	

**ORDER AUTHORIZING COMPASS ADVISORY PARTNERS LLC TO
(a) SELL SUBSTANTIALLY ALL OF DEFENDANT’S ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, AND
(b) TERMINATE RECEIVER’S DUTIES AND OBLIGATIONS**

Upon consideration of the Emergency Motion of Compass Advisory Partners LLC to (a) Sell Substantially all of Defendant’s Assets Free and Clear of all Liens, Claims and Encumbrances, and (b) Terminate Receiver’s Duties and Obligations (the “Emergency Sale Motion”)¹ and upon consideration of any opposition thereto, it appearing that service of the Emergency Sale Motion any notice thereof was sufficient and proper, cause being shown, it is hereby Found and Determined that:

- I. The Court has jurisdiction over the Emergency Sale Motion;
- II. The terms and conditions of the APA were negotiated in good faith between Compass Advisory Partners LLC (the “Receiver”) and AAH Acquisition, LLC (the “Buyer”);

¹ Capitalized terms not otherwise defined herein have the meanings ascribed in the Emergency Sale Motion.

III. The relief sought by the Emergency Sale Motion is in compliance with the Receivership Order, the Supplemental Receivership Order and any other Orders entered by this Court with respect to the above-captioned proceeding;

IV. The transactions contemplated by the APA are conditioned upon the Court entering an order authorizing and ordering the sale of the Assets to the Buyer free and clear of all liens, claims, interests, and encumbrances;

V. The transactions contemplated by the APA will not result in Buyer being a successor to All-American Hose, LLC (“Defendant”) and, except for those liabilities, claims, interests and encumbrances expressly assumed by Buyer in the APA, Buyer shall not be liable for any of the liabilities, claims, interests and encumbrances of Defendant, including but not limited to any of Defendant’s or Defendant’s affiliates related to the All-American Hose, LLC UAW Employee Pension Plan (the “Pension Plan”); and

VI. A portion of the Assets being purchased and acquired by Buyer under the APA includes the rights of Defendant under that certain Asset Purchase Agreement by and between Defendant as purchaser and Snap-Tite, Inc. and Snap-Tite Components, Inc. (collectively “Snap-Tite”) as seller dated May 25, 2010 (as amended, the “Snap-Tite Agreement”), which includes but is not limited to the right to be indemnified against all losses, liabilities, claims, damages, expenses or diminution in value related to environmental corrections or remediation pursuant to

the Snap-Tite Asset Purchase Agreement (the “Remediation Rights”) and any insurance proceeds related to the Remediation Rights.

VII. A portion of the Assets being purchased and acquired by Buyer under the APA also includes all rights to any causes of action or potential causes of action related to certain inventory of Defendant that was damaged due to the possible negligence of the Defendant’s landlord, including, without limitation, all claims for insurance proceeds related to the damaged inventory (collectively, the “Inventory Claims”).

Now therefore it is hereby Ordered as follows:

1. The Emergency Sale Motion is GRANTED.
2. Receiver has the authority to transfer the Assets (as defined in the APA) free and clear of all liens, claims and encumbrances.
3. The APA (including all addendums and exhibits thereto) and the transactions contemplated thereby are hereby approved in all respects.
4. The Receiver is hereby authorized, permitted, and directed to consummate the transactions contemplated by the APA and transfer the Assets (as defined in the APA) to Buyer and/or its assigns, and such transfer shall be free and clear of all liens, claims and encumbrances.

5. The transfer of the Assets shall, upon the satisfaction of the conditions to closing as set forth in Article VI of the APA, (i) be a legal, valid and effective transfer of all of Defendant's right, title and interest in, to and under the Assets, and (ii) vest the Buyer with good and marketable fee simple title to the Assets, each free and clear of all liens, claims, encumbrances and interests of any kind or nature whatsoever, including, but not limited to, the liens, claims or encumbrances.

6. All persons holding liens, claims, encumbrances or interests of every kind or nature whatsoever against or with respect to the Assets are hereby barred from asserting such liens, claims, encumbrances or interests of every kind or nature against the Receiver, Defendant or Buyer or against the Assets.

7. Buyer is not a successor to Defendant and, except for those obligations Buyer is expressly assuming pursuant to the APA, Buyer shall have no liability or responsibility for any obligations of the Defendant as a successor or otherwise, which includes without limitation any of the Excluded Liabilities set forth in Section 1.5 of the APA, any liabilities associated with the Pension Plan, or any other liabilities related to the Excluded Assets.

8. The Receiver is authorized and directed to take all actions necessary to effectuate the transfer of the Assets to Buyer as set forth in the APA, including but not limited to negotiating, executing and delivering such other and further documents as may be deemed necessary or appropriate by the Receiver to

implement and consummate the transfer of the Assets, acting solely in its capacity as the Receiver.

9. From and after the Closing (as defined in the APA), by virtue of this Order, all liens, claims, encumbrances or other interests in, on, to, or against the Assets are deemed released, without the need for any further action or the execution of any release instrument.

10. The Assets shall be conveyed to Buyer free and clear of all liens, claims and encumbrances of record.

11. Upon the Closing contemplated by the APA, as set forth in Paragraph 43 of the Receivership Order, any and all obligations and duties of the Receiver shall terminate.

12. Based upon the terms of the sale as set forth in the APA, there will not be sufficient funds to distribute to the Defendant's other creditors and, as set forth in Paragraph 6(a) of the Supplemental Receivership Order, the Receiver is relieved from implementing and monitoring a claims process as contemplated by Chancery Court Rules 153, 154, and 156.

13. After the Assets are sold, as set forth in the APA, the Receiver will seek final approval of any outstanding compensation and expense reimbursement and will file a final report.

14. Upon entry of this Order, the Receiver shall serve a copy of this Order within ten (10) days on (i) all parties who have entered an appearance in this case, and (ii) the creditors and parties in interest listed on Exhibit 1.

15. The Court shall retain jurisdiction over any matter arising from or relating to the implementation of this Order.

16. In accordance with Del. Supreme Ct. R. 6, any appeal of this Order must be commenced within thirty (30) days from the entry of this Order.

Dated: _____

Vice Chancellor Glasscock

This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery Civil Action

Judge: Sam Glasscock

File & Serve

Transaction ID: 58742540

Current Date: Apr 21, 2016

Case Number: 11718-VCG

Case Name: First Niagara Bank, N.A. v. All-American Hose, LLC

Court Authorizer: Glasscock, Sam

/s/ Judge Glasscock, Sam


**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: All-American Hose LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Paragraph 1 of the Certificate of Formation shall be amended to state: "The name of the limited liability company is NASC Estate LLC." The name of the limited liability company shall therefore be changed accordingly.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 25th day of April, A.D. 2016.

By 
Authorized Person(s)

Name: Nicholas Arrington
Print or Type

Corporations ▾ Search Business Entities (corpsearch.aspx) Search UCC Transactions (uccsearch.aspx) Forms ▾

Contact Corporations (<http://www.dos.pa.gov/BusinessCharities/Pages/default.aspx>)

Login (./Account/ValidateUser)

Register (./Account/Register_account)

Search entity / Select entity / Order documents

Order Business Documents

Date: 04/02/2019

Business Name History

Name	Name Type
All-American Hose, LLC	Current Name

Business Entity Details Officers

Name	All-American Hose, LLC
Entity Number	6404905
Entity Type	Fictitious Names
Status	Active
Citizenship	Domestic
Entity Creation Date	05/11/2016
Effective Date	05/11/2016
State Of Inc	PA
Address	217 Titusville Road Union City PA 16438

Name	AAH Acquisition, LLC
Title	OWNER
Address	25101 Chagrin Blvd Ste 350 Cleveland OH 44122

Filed Documents

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Select	Date	Document	Pages	Plain Copy Quantity#	Price	Certified Copy Quantity#	Certified Copy Price	Microfilm #	Microfilm Start	Microfilm End	Line Total
<input type="checkbox"/>	05/11/2016	Application for Registration of Fictitious Name 1	2	<input type="text" value="1"/>	\$3.00	<input type="text" value="0"/>	\$40.00				

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<input type="checkbox"/>	04/02/2019	Index and Docket Report	1	<input type="text" value="1"/>	\$15.00	
<input type="checkbox"/>	04/02/2019	Index and Docket Certified Report	1	<input type="text" value="1"/>	\$55.00	

Order Total :

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4132292

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALL-AMERICAN HOSE LLC	10/21/2016
RECEIVING PARTY DATA	
Name:	ALL-AMERICAN HOSE ACQUISITIONS LLC
Street Address:	217 TITUSVILLE ROAD
City:	UNION CITY
State/Country:	PENNSYLVANIA
Postal Code:	16438
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5971007
Patent Number:	6102450
Patent Number:	8047577
Patent Number:	8327887
Patent Number:	8894786
CORRESPONDENCE DATA	
Fax Number:	(216)348-5474
<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:	2163485400
Email:	ipmailbox@mcdonaldhopkins.com
Correspondent Name:	MCDONALD HOPKINS LLC
Address Line 1:	600 SUPERIOR AVENUE, SUITE 2100
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	42250-PENDING
NAME OF SUBMITTER:	ROBERT C. BARAONA
SIGNATURE:	/Robert C. Baraona/
DATE SIGNED:	11/08/2016
Total Attachments: 4 source=6427307#page1.tif	

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Patent Assignment Agreement

WHEREAS, We, **All-American Hose LLC**, hereinafter referred to as "Assignors" is owner of the inventions as titled in Exhibit A to this Agreement (hereinafter referred to as "Patents"), and any subsequent applications filed in connection with the titled inventions (the "Patents"); and

WHEREAS, **All-American Hose Acquisitions LLC**, a Limited Liability Company having its principal place of business at 217 Titusville Road, Union City, PA 16438, United States of America, hereinafter referred to as "Assignees," are desirous of acquiring the entire right, title and interest in and to said Patents.

NOW, THEREFORE, on the effective date of October 21, 2016 for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We the Assignors, do sell, assign and transfer unto Assignees, their successors and assigns, the full and exclusive right to the Patents and all letters patents of foreign countries which may be or have been issued on the inventions as titled and disclosed in Exhibit A, all utilities, divisions, reissues, reexaminations, and continuations thereof and all corresponding past, present or future applications claiming priority thereto anywhere in the world (regardless of whether such applications are identified expressly in Exhibit A), as well as any and all other inventions disclosed therein, and together with all claims for damages by reason of past or future infringement and the right to sue for and collect the same, all for the use and benefit of Assignees and their successors, licensees, and assigns.

Assignors hereby irrevocably assign, grant, and transfer to Assignees all right, title, and interest in and to the Patents. Assignors further authorize the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the Patents. After the Effective Date, Assignors agree to make no further use of the Patents or of any confusingly similar patents in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignors further agree to not challenge Assignees' use or ownership of the Patents.

Assignors warrant that they are the exclusive owners of the entire legal and equitable interest in the Patents as titled in Exhibit A, free and clear of all liens and encumbrances; and that they have full power, authority, and capacity to make this Assignment to Assignees. Assignors covenant and agree, for themselves and for their successors and assigns that, at Assignees' request, Assignors will cause to be executed and delivered any applications, affidavits, assignments and other instruments as may be deemed necessary or desirable to Assignees to secure for or vest in Assignees, their successors or assigns, all right, title, and interest in and to any application, patent, or other right or property covered by this Assignment, including the right to apply for and obtain patents in foreign countries under the provisions of the International Convention; and Assignors hereby request and authorize the United States Commissioner of Patents and Trademarks to issue any and all United States patents granted on the Patents to Assignees as owners of the entire right, title, and interest in and to the same, and authorize appropriately empowered officials of foreign countries to issue any letters patents granted on the Patents to Assignees as owners of the entire right, title, and interest in and to the same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signature: *R. Stanley*

Date: *October 21, 2016*

Name: *Ronald W. Stanley*

Title: *CEO*
All American Hose LLC

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

Signature: *Ronard W. Stadley*

Date: *October 21, 2016*

Name: *Ronard W. Stadley*

Title: *CEO*
All American Hose Acquisitions LLC

EXHIBIT A

PISTON VALVE	U.S. Patent No. 5,971,007	Issued 10/26/1999
COUPLING HALF & METHOD OF MAKING SAME	U.S. Patent No. 6,102,450	Issued 8/15/2000
HOSE COUPLING	U.S. Patent No. 8,047,577	Issued 11/01/2011
HOSE	U.S. Patent No. 8,327,887	Issued 12/11/2012
PROCESS FOR MAKING A HOSE	U.S. Patent No. 8,894,786	Issued 11/25/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All American Hose LLC		10/21/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	All American Hose Acquisitions LLC		
Street Address:	217 Titusville Road		
City:	Union City		
State/Country:	PENNSYLVANIA		
Postal Code:	16438		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1821337	P	
Registration Number:	0976811	N-DURA	
Registration Number:	3776410	HOSE RECORD VAULT	
Registration Number:	4408547	HYDROXTREME	
Registration Number:	4408548	HYDROXTREME	
CORRESPONDENCE DATA			
Fax Number:	216-348-54		
<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:	216-348-5400		
Email:	ipmailbox@mcdonaldhopkins.com		
Correspondent Name:	McDonald Hopkins LLC		
Address Line 1:	600 Superior Avenue East		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114-2653		
NAME OF SUBMITTER:	Lindsey Council		
SIGNATURE:	/Lindsey Council/		
DATE SIGNED:	11/07/2016		
Total Attachments: 3			

CH \$140.00 1821337

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Trademark Assignment Agreement

This Trademark Assignment Agreement ("Agreement") is entered into as of _____, 2016 by and between All-American Hose LLC (the "Assignor"), and All-American Hose Acquisitions LLC, a Limited Liability Company (the "Assignee") located at 217 Titusville Road, Union City, PA 16438.

1. **Marks.** The term "Marks" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under an international convention (hereinafter collectively referred to as "Marks") identified in **Exhibit A**.

2. **Assignment.** Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Marks in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Marks or any confusingly similar marks in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Marks.

3. **Consideration.** Assignee shall pay Assignor the sum of \$10.00 payable on _____, 2016 in consideration for assignment of the Marks.

4. **Execution and Delivery.** After Assignee pays the amount due, Assignor shall execute and deliver to Assignee any and all instruments of sale, transfer, conveyance, assignment, and confirmations as Assignee may lawfully request in order to obtain, perfect, maintain, or otherwise enable the transfer, conveyance, and assignment to Assignee and to confirm Assignee's title to the Marks and any and all related federal and state trademark registrations and/or registration application rights.

5. **Legal Fees.** If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.

7. **Modification and Waiver.** This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

8. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not yet been included in this Agreement.

9. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Delaware for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

10. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written above.

Signature: *[Handwritten Signature]*
Name: Ronald W. Stanley
Title: CEO
All American Hose LLC

Date: October 21, 2016

Signature: *[Handwritten Signature]*
Name: Ronald W. Stanley
Title: CEO
All American Hose Acquisitions LLC

Date: October 21, 2016

EXHIBIT A

"P" in Design of Fire Hat	U.S. Registration No. 1,821,337	Registration Date: 02/15/1994
N-DURA	U.S. Registration No. 0976811	Registration Date: 01/15/1974
HOSE VAULT RECORD	U.S. Registration No. 3,776,410	Registration Date: 04/13/2010
HYDROEXTREME LOGO	U.S. Registration No. 4,408,547	Registration Date: 09/24/2013
HydroExtreme (and Design)	U.S. Registration No. 4,408,548	Registration Date: 09/24/2013

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RECORDED: 05/02/2010

**TRADEMARK
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