

08-15-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



Department of Commerce
Patent and Trademark Office
TRADEMARK

101431664

MPO
7.12.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/14/2000 MTHA11 00000102 1287683

01 FC:481 40.00 OP
02 FC:482 25.00 OP
03 FC:988 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002119 FRAME: 0643

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1287683"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1823204"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Evan Kent Auberry

Name of Person Signing



Signature

7/17/00

Date Signed

**RELEASE OF TRADEMARK AND COPYRIGHT SECURITY INTERESTS
AND TRADEMARK AND COPYRIGHT ASSIGNMENT**

This Release and Assignment, dated as of July __, 2000, between Electrical South Limited Partnership ("Electrical South"), and The Chase Manhattan Bank, as successor by merger to Chemical Bank ("Chase").

W I T N E S S E T H

WHEREAS, Electrical South was a party to a Credit Agreement dated as of November 1, 1994 (as amended, restated, modified or supplemented thereafter, the "Credit Agreement"; terms used and not otherwise defined herein shall have the meaning attributed thereto in the Credit Agreement), among Electrical South, the lenders who were party thereto (the "Lenders") and Chase (through its predecessor in interest, Chemical Bank), as agent for the Lenders (in such capacity, the "Agent"); and

WHEREAS, Electrical South repaid in full the Obligations outstanding under the Credit Agreement, and Electrical South and Chase, as Agent and Lender, entered into a Release Agreement, dated April 3, 1998 (the "Release Agreement") pursuant to which all Liens, pledges, assignments and other charges and security Interests of whatever nature against the Collateral and all other property (whether real, personal or mixed) of Electrical South were deemed terminated, released and surrendered; and

WHEREAS, notwithstanding the execution and delivery of the Release Agreement, Chase's predecessor in interest, Chemical Bank, is still reflected on the records of the United States Patent and Trademark Office, as having a security interest and a collateral assignment ownership interest in Electrical South's registered trademarks listed on Exhibit A hereto (the "Marks") and in Electrical South's registered copyright listed on Exhibit B hereto (the "Copyright"); and

WHEREAS, Electrical South has requested that Chase enter into this Agreement, as Agent and Lender, and on behalf of its predecessor, Chemical Bank, to reflect the release of any and all security interests in the Marks and Copyright and the reassignment of the Marks, together with all goodwill associated with the Marks, and the Copyright to Electrical South, and Chase has agreed to such request;

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Release Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Release. Chase, as Lender, as Agent, and on behalf of its predecessor, Chemical Bank, hereby releases, acquits, and discharges all liens, pledges, assignments

and other charges and security interests of whatever nature in the Marks and the Copyright, together with:

i. All registrations and renewals thereof;

ii. All income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof);

iii. The right to sue or otherwise recover for all past, present and future infringements thereof; and

iv. All rights corresponding thereto throughout the world,

together, in each case with the goodwill of the business connected with the use of, and symbolized by each such Mark.

2. Assignment. Chase, as Lender, as Agent, and on behalf of its predecessor, Chemical Bank, hereby assigns to Electrical South, all of the right, title and interest of Chase, the Lender, or Chemical Bank, if any, in the Marks, together with the goodwill of the business associated with the Marks, and the Copyright.

3. Governing Law. This Agreement shall be interpreted and enforced under the laws of the State of North Carolina.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized representative as of the effective date first above written.

THE CHASE MANHATTAN BANK, as Agent and Lender,
and on behalf of its predecessor, Chemical Bank

By: Carol Edkins

Name: CAROL EDKINS

Title: VP

STATE OF NEW YORK
COUNTY OF NEW YORK

I, JEFFREY S ACKERMAN, a Notary Public for said County and State, do hereby certify that CAROL EDKINS personally came before me this day and acknowledged that he/she is _____ of THE CHASE MANHATTAN BANK, and acknowledged, on behalf of THE CHASE MANHATTAN BANK, the execution of the foregoing document for the purposes therein contained.

WITNESS my hand and official seal, this the 29 day of JUNE, 2000.

Jeffrey S. Ackerman
Notary Public

JEFFREY S. ACKERMAN
NOTARY PUBLIC, State of New York
No. 24-4707613
Qualified in Kings County
Commission Expires June 30, 2001

My Commission Expires:
6/30/01

[Affix Seal]

ELECTRICAL SOUTH LIMITED PARTNERSHIP

By: [Signature]

Name: Dennis J. Reed

Title: President/CEO

STATE OF NC
COUNTY OF Guilford

I, Margaret S. Angel, a Notary Public for said County and State, do hereby certify that Dennis J. Reed personally came before me this day and acknowledged that ~~he~~ she is President/CEO of Electrical South Limited Partnership, and acknowledged, on behalf of Electrical South Limited Partnership, the execution of the foregoing document for the purposes therein contained.

WITNESS my hand and official seal, this the 5th day of July, 2000.

Margaret S. Angel
Notary Public

My Commission Expires:
May 6, 2005

[Affix Seal]

EXHIBIT A
Trademarks

1. ***RELY ON OUR ABILITY*** and design (Registration No. 1823204) in International Class 37.
2. ***NEWES*** and design (Registration No. 1287683) in International Classes 9, 37 and 42.

EXHIBIT B
Copyright

Repair Capabilities (TX 3067285)