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U.S. Patent & TMO/TM Mail Rpt Dt. #58

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TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):

Cintas Corporation

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Washington
- Other

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: Cintas Corporation No. 3

Internal Address:

Street Address: 250 Vista Blvd. #107

City: Sparks State: NV Zip: 89434

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Nevada
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? yes no

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: May 31, 2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s):

See Attached Schedule A

B. Trademark Registration No.(s):

See Attached Schedule A

Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Patricia B. Hogan

Internal Address: Keating, Muething & Klekamp, P.L.L.

Street Address: 1400 Provident Tower, One E. 4th Street

City: Cincinnati State: Ohio Zip: 45202

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41): \$ 815.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
(Attached duplicate copy of this page if paying by deposit account)

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01 FC:481 40.00 OP
02 FC:482 775.00 OP

9. 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.

Patricia B. Hogan
Name of Person Signing

Patricia B. Hogan
Signature

9/18/2000
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET:

SCHEDULE A

U.S. Marks

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
AM & Design (hanger)	72403905	968366	9/11/73
AM & Design	74377034	1826706	3/15/94
Apparelmaster	72401079	0953270	2/13/73
Cintas	72424934	1003590	1/28/95
Cintas (Stylized) - Black	75565609	2350895	5/16/00
Cintas Cleanroom Resources	75703777	2377208	8/15/00
Cintas Cleanroom Resources	75703778	2372514	8/1/00
Cintas The Uniform People	72424932	999324	11/26/74
Cintas	72439632	985550	6/4/74
Cintas PRC	75619080	2314349	2/1/00
Cintas	76018022		
Enhancing The Image of Working America	73523092	1368325	10/29/85
Fashion Plates	74639401	1949049	1/16/96
Goodhealth	74654010	1951558	1/23/96
Mechanic's Laundry	73635345	1473522	1/19/88
Micron Clean	73676002	1879802	2/21/95
One Source One Company One Answer	75641585		
Presentation	74233024	1752635	2/16/93
Proknit	74512964	1941737	12/12/95
Success Story	74638844	1949029	1/16/96
The Comfort Shirt & Design	73546920	1396896	6/10/86
The Comfort Pant	75203745	2165298	6/16/98

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The Comfort Shirt	73546921	1435021	3/31/87
The Comfort Shirt	73546919	1405385	8/12/86
The Finest Brookfield Uniforms, Inc. & Design	72038428	679303	5/26/59
Uniforms to You	73808284	1615799	10/2/90
Unitog & design	74191442	1695117	6/16/92
Unitog & design	71283424	267670	2/25/30
UTY Apparel	75309513	2152560	4/21/98
UTY International	73812780	1593119	4/24/90
UTY Apparel	75338849	2205324	11/24/98
UTY	75849647		

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 31st day of May, 2000 ("Effective Date") from CINTAS CORPORATION, a Washington corporation located at 6800 Cintas Boulevard, Mason, Ohio 45040 ("Assignor") to CINTAS CORPORATION NO.3, a Nevada corporation located at 250 Vista Boulevard #107, Sparks, Nevada 89434 ("Assignee").

WHEREAS, Assignor has adopted, is using and is the exclusive owner of all right, title, and interest in and to certain trademarks; and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following and the goodwill of the business symbolized thereby:

1. All of its trademarks, trade dress, trade names, service marks, service names and brand names, including without limitation (i) the United States trademarks listed on Schedule A annexed hereto; (ii) the trademarks in which Assignor owns common law rights and (iii) the trade name; all of the above together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter, "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation common law rights, trade dress rights and rights under the laws of unfair competition ("Related Rights");

3. Any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registration or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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SCHEDULE A**U.S. Marks**

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Cintas	72439632	985550	6/4/74
Cintas PRC	75619080	2314349	2/1/00
Cintas	76018022		
Cover-All (Ohio)		SM2761	6/30/87
Enhancing The Image of Working America	73523092	1368325	10/29/85
Fashion Plates	74639401	1949049	1/16/96
Goodhealth	74654010	1951558	1/23/96
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