

01-16-2001

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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
09 / 08 / 2000

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Thermo-Serv, Inc. Execution Date
Month Day Year
12 / 04 / 2000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization TEXAS

Receiving Party

Mark if additional names of conveying parties attached

Name TS Liquidation, LLC

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 600 Fifth Avenue, 4th Floor

Address (line 2) _____

Address (line 3) New York New York/USA 10020
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization DELAWARE

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

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

01/12/2001 MTHAI1 00000192 676528

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40.00 DP

TRADEMARK
REEL: 002211 FRAME: 0865

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" value="676,528"/>
<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.

LEE ANN WHEELIS
Name of Person Signing


Signature

12/20/05
Date Signed

TRADEMARK ASSIGNMENT

This Assignment (this "Assignment") is entered into to be effective as of the close of business on September 8, 2000, by and between Thermo-Serv, Inc., a Texas corporation ("Assignor"), and TS Liquidation, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and service marks, and their respective applications and registrations, listed on Schedule A (hereinafter collectively called "Marks"), and Assignee is desirous of obtaining the Marks;

WHEREAS, Assignor and Assignee are parties to a certain Bill of Sale and Assignment and Supplemental Bill of Sale and Assignment in which Assignor conveyed substantially all of its assets to Assignee;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee hereby accepts, all right, title, and interest in and to all of Assignor's Marks, throughout the world, all foreign and domestic registrations of the Marks, and any applications to register the Marks, together with the good will of the business symbolized by the Marks, including, without limitation, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for past infringement of or improper activities regarding the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby covenants that no assignment, sale, license agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment; and

Assignor agrees to execute and deliver at the request and expense of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

ASSIGNOR:

THERMO-SERV, INC.

By: E.E. Briscoe
Name: E.E. Briscoe
Title: CEO

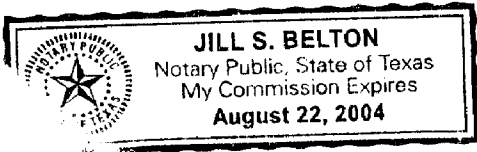
ASSIGNEE:

TS LIQUIDATION, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared E. E. Briscoe, known to me to be the person whose name is subscribed to the TRADEMARK ASSIGNMENT and acknowledged that the same was the act of the Assignor.



Jill S. Belton
Notary Public in and for the State of Texas

ASSIGNOR:

THERMO-SERV, INC.

By: *E. E. Briscoe*
Name: *E. E. BRISCOE*
Title: *CEO*

ASSIGNEE:

TS LIQUIDATION, LLC

By: *John T. Zeller*
Name: *John T. Zeller*
Title: *President*

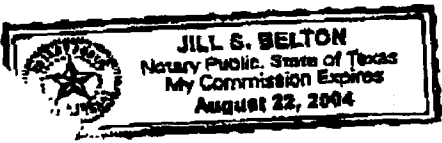
STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared *E. E. Briscoe*, known to me to be the person whose name is subscribed to the TRADEMARK ASSIGNMENT and acknowledged that the same was the act of the Assignor.

Jill S. Belton
Notary Public in and for the State of Texas



STATE OF TEXAS *NY* §
COUNTY OF DALLAS *N.Y.* §

BEFORE ME, the undersigned authority, on this day personally appeared JOAN T. HELLER, known to me to be the person whose name is subscribed to the TRADEMARK ASSIGNMENT and acknowledged that the same was the act of the Assignee.

Jeffrey S. Ackerman
Notary Public in and for the State of Texas *NY*

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

SCHEDULE A

<u>MARK</u>	<u>APP. NO.</u>	<u>DATE FILED</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>
THERMO-SERV	72/053,198	06/09/58	676,528	04/07/59