

01-16-2001



MRP  
12.27.00

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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  
12 / 04 / 2000

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12 / 04 / 2000

Name TS Liquidation, LLC

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of conveying parties attached

Name New Thermo-Serv, Ltd.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 3901 Pipestone Road

Address (line 2) \_\_\_\_\_

Address (line 3) Dallas

Texas/USA

75212

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization TEXAS

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 MTR/LL 01020133 0765 JK  
01 00:43:1 45:09 0P

TRADEMARK  
REEL: 002211 FRAME: 0872

**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)

**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.)

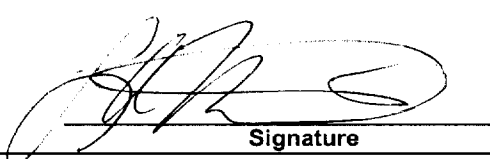
Deposit Account Number: #

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

12/20/00  
Date Signed

## TRADEMARK ASSIGNMENT

This Assignment (this "Assignment") is entered into this 4<sup>th</sup> day of December, 2000, by and between TS Liquidation, LLC, a Delaware limited liability company ("Assignor"), and New Thermo-Serv, Ltd. ("Assignee").

WHEREAS, Assignor has an interest in certain 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 of even date herewith in which Assignor conveyed certain of its right, title and interest, if any, in and to its Marks 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 quitclaims, 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. Except as expressly stated otherwise in that certain Closing Letter dated December 4, 2000, by and between Assignor, Assignee, and other parties, this Assignment is made AS IS, WHERE IS, WITHOUT RECOURSE, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

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 interests, if any, 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:**

**TS LIQUIDATION, LLC**

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

**ASSIGNEE:**

**NEW THERMO SERV, LTD.**

By: Ben Hinderlong  
Name: New Thermo Serv General, LLC  
Title: By: Ben Hinderlong, Its President

STATE OF New York  
COUNTY OF New York

**BEFORE ME**, the undersigned authority, on this day personally appeared John T. Zeller, 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.

Jeffrey S. Ackerman  
Notary Public in and for the State of New York

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

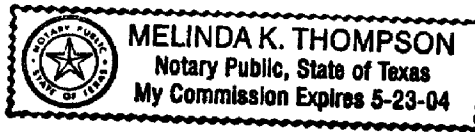
STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Ben Hinterlong, 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.

Melinda K. Thompson  
Notary Public in and for the State of Texas



**SCHEDULE A**

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