

06-19-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Brasfield + Gorrie, L.L.C.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 1, 2001

2. Name and address of receiving party(ies)

Name: Class III and IV Members of Brasfield + Gorrie, LLC Address: (see attached list)

Street Address: 110 729 30th St. South City: Birmingham State: AL Zip: 35233

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other: Class of members of limited liability corp.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (list attached) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76/165,181 76/165,188 76/165,186 76/165,199 76/165,187

B. Trademark Registration No.(s)

MPD 6/13/01

Additional number(s) attached Yes No

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

Name: Kimberly Till Powell Internal Address: Balch + Bingham LLP

Street Address: 1710 6th Av. North

City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Kimberly Till Powell Name of Person Signing

Kimberly Till Powell Signature

06/12/2001 Date

7

Total number of pages including cover sheet, attachments, and document:

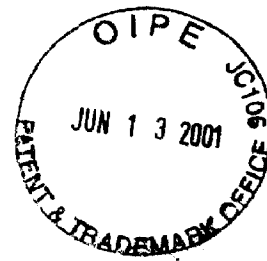
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/18/2001 BT0N11 00000126 76165181

01 FC:481 40.00 DP 02 FC:482 100.00 DP

ADDRESS FOR ALL RECIPIENTS:

**[Recipient]
c/o Brasfield & Gorrie, LLC
729 30th Street South
Birmingham, AL 35233**



NAMES OF RECEIVING PARTIES:

<u>Name</u>	<u>Individual Residency</u>	<u>Name</u>	<u>Individual Residency</u>
Alan Anthony	Alabama	Ivan Kimbrell	Georgia
Ben Barfield	Georgia	Todd Lankford	Alabama
Brian Barr	Alabama	Scott Laye	Alabama
Clay Bright	Tennessee	Greg Maturo	Florida
Michael Byrd	Georgia	Kirk McKinnon	Florida
Jeff Calvin	Florida	Roddy McCrory	Georgia
Robert Carswell	Alabama	Tate McKee	Georgia
Mike Casey	Alabama	John Mills	Florida
Trey Clegg	Alabama	Dave Naeger	Georgia
Terry Collier	Alabama	Carey O'Cain	North Carolina
Mike Culwell	Alabama	Jimmy Pettis	Alabama
Jack Darnall	Alabama	J. O. Pike	Alabama
John Darnall	Alabama	John Robertson	Alabama
Guerry Denson	Alabama	Peyton Robertson	Florida
Scott Duckworth	North Carolina	Marshall Rodgers	Alabama
Tim Dwyer	Florida	Sandy Sanders	Alabama
Michael Freburg	Georgia	Trey Sanders	Georgia
Randy Freeman	Alabama	Mike Schor	Alabama
Tom Garrett	Alabama	Mike Seng	Alabama
Jim Gorrie	Alabama	Erik Sharpe	Alabama
Miller Gorrie	Alabama	Jeff Stone	Alabama
Chip Grizzle	Alabama	DeWayne Strickland	Alabama
Steve Haney	Alabama	George Talley	Alabama
Gary Harrington	Alabama	Rob Taylor	Georgia
Dennis Hill	Alabama	Ren Tilden	Florida
Keith Johnson	Georgia	Darrell Vines	Alabama
Lynn Jones	Alabama	Alan Weeks	Alabama
Mark Jones	North Carolina	Eric Young	Georgia
Matt Kelley	Alabama		

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights ("Assignment") is made and entered into as of January 1, 2001 (the "Effective Date") by and between Brasfield & Gorrie, L.L.C., a Delaware limited liability company ("Assignor") and the Class III and Class IV Members of the Assignor (collectively referred to herein as the "Assignees").

WHEREAS, the Assignor has determined it is in its best interest to make a distribution to the Assignees of a pro rata undivided interest in all of Assignor's right, title and interest in, to and under the Intellectual Property (as defined in Section 1 below);

WHEREAS, subsequently the Class III and Class IV Members will contribute the Intellectual Property to Gorrie Holdings, L.L.C., a Delaware limited liability company ("Gorrie Holdings") pursuant to that certain Assignment of Intellectual Property Rights among the Class III and Class IV Members and Gorrie Holdings (the "Second Assignment"); and

WHEREAS, Assignor desires to assign all of Assignor's rights in and to the Intellectual Property to the Assignees in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignees, for the benefit of Assignees, their successors and assigns, a pro rata undivided interest in the entire right, title and interest of Assignor in, to, and under any and all rights in and to trademarks, trade names, service marks, trade dress and all goodwill associated therewith; continuations and continuations-in-part, together with all registrations, reissues, reexaminations, divisionals or extensions of any kind; improvements and derivations of the foregoing; and all documents, data and information relating to the foregoing; owned, developed, or used by Assignor whether or not protectable under federal copyright, patent or trademark law or state trade secret law and whether or not registered with the United States Copyright Office or the United States Patent and Trademark Office ("Intellectual Property"). Intellectual Property includes, but is not limited to, the trademarks set forth in Exhibit A hereto. Assignor further covenants to cooperate, at the expense of Assignees, with any efforts by Assignees to secure and perfect their rights under this Assignment, including, without limitation, the preparation and filing of registration documents.

2. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignees that it is the sole owner of the Intellectual Property, that the Intellectual Property is valid and subsisting, and that it conveys the Intellectual Property to Assignees free and clear of any liens or encumbrances. Assignor further represents and warrants as of the Effective Date that Assignor has not heretofore assigned, licensed or otherwise transferred the Intellectual Property. Assignor further represents and warrants as of the Effective Date that there are no claims or threatened claims including, without limitation, cease-and-desist letters, trademark infringement, copyright infringement, invalidity, dilution, sponsorship claims or any administrative actions against

Assignor, or any of its agents, representatives, affiliated companies, parents, partners or employees in connection with the Intellectual Property.

3. Cooperation. Assignor hereby agrees that it will cooperate fully in and will execute and deliver any and all other documents, papers, forms and authorizations and take any and all other actions that may be necessary or desirable for transferring to Assignee all right, title and interest in and to the Intellectual Property.

4. Authority. Assignor hereby represents and warrants that it is fully authorized to enter this Assignment and that it may lawfully grant, bargain, sell, convey, transfer, assign, deliver and contribute to Assignees all right, title and interest in and to the Intellectual Property free of any lien or right owned by any third party. Each of the undersigned represents and warrants that it is duly and validly authorized to execute this Assignment.

5. Indemnity. Assignor hereby agrees to indemnify and hold Assignees and their respective employees, officers, directors, agents, successors or assigns harmless from and against any and all losses, liabilities, claims and expenses therefor arising out of or in connection with (i) Assignor's breach of any representation contained in this Assignment or default in any obligation on Assignor's part to be performed hereunder; and (ii) any costs, attorneys' fees, expenses and liabilities incurred in defense of any of the foregoing claims or actions or proceedings brought thereon.

6. Assignment. The Assignees have the right to assign all of their rights and interest under this Assignment with respect to the Intellectual Property received by the Assignees, at any time and from time to time, to Gorrie Holdings, without further notice to, or consent of, Assignor, and subject to the express terms of such assignment and transfer, Gorrie Holdings shall succeed to all of the rights and obligations of Assignees hereunder so assigned, provided however that Assignees shall not be relieved of any of their obligations to Assignor set forth herein. Assignor acknowledges that, pursuant to the Second Assignment, Assignees will assign all of their rights, title and interest in and to all of the Intellectual Property to Gorrie Holdings. Assignor further agrees that, in such event, all representations, warranties, agreements and covenants of Assignor shall run to and be for the benefit of Gorrie Holdings.

7. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

8. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

9. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be executed and delivered as an original and all of which together shall constitute one and the same instrument.

10. Governing Law. This Assignment shall be construed and interpreted according to the laws of the State of Delaware.

IN WITNESS WHEREOF, the Assignor hereto has executed this Agreement as of the Effective Date.

ASSIGNOR:

BRASFIELD & GORRIE, L.L.C.

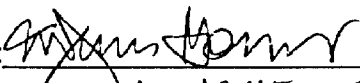
By: 
Name: M. JAMES GORRIE
Title: PRESIDENT

EXHIBIT A

Trademarks

United States

Application Number

Mark

76/165,188

BRASFIELD & GORRIE (word mark)

76/165,187

BRASFIELD & GORRIE (design mark/logo)

76/165,186

EXCEEDING OUR CUSTOMERS' EXPECTATIONS

76/165,181

BUILDING THE FUTURE, TODAY

76/165,199

BRASFIELD & GORRIE BENCHMARK