

FORM PTO-1594 (Rev. 6-83)

RECOR

06-17-2003

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0551-0011 (exp. 4/94)



Atty Docket No.

102464209

To the Assistant Commissioner of Patents and Trademarks

Please record the attached original documents or copy thereof.

MKD 6-5-03

1. Name of conveying party(ies): L&C Spinco, Inc.

- Individuals(s), Association, General Partnership, Limited Partnership, Corporation-State - Delaware, Other

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

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

Execution Date: August 31, 2001

2. Name and address of receiving party(ies) Name: Acuity Brands, Inc.

Internal Address:

Street Address: 1170 Peachtree St.

City: Atlanta State: GA Zip: 30309

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,818,873

Additional numbers attached? Yes No

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

Name: William H. Brewster, Esq.

Internal Address: Suite 2800 KILPATRICK STOCKTON LLP

Street Address: 1100 Peachtree Street, NE

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

DO NOT USE THIS SPACE

5

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.

LISE SHETTLER

Name of Person Signing

Handwritten signature of Lisa Shettler

Signature

6-5-03

Date

Total number of pages including cover sheet, attachments, and document: 5

06/17/2003 6TOM11 00000118 110860 1818873

01 FC:0521 40.00 DA

Schedule A

<u>TRADEMARK</u>	<u>UNITED STATES REGISTRATION NUMBER</u>
CONTROLENS	1,818,873

TRADEMARK ASSIGNMENT

This Assignment is made and entered into as of the 31st day of August, 2001, between NSI Enterprises, Inc., a California corporation, now known as National Service Industries, Inc., with offices at 1420 Peachtree Street, NE, Atlanta, Georgia 30309-3002 ("Assignor"), and L & C Spino, Inc., a Delaware corporation with offices at 1420 Peachtree Street, NE, Atlanta, Georgia 30309-3002 ("Assignee"):

WHEREAS, Assignor has adopted and used both domestically and internationally certain trademarks and service marks (hereinafter the "Trademarks") in connection with its business, and is the owner of the Trademarks, and owns registrations or applications for the Trademarks;

WHEREAS, Assignor desires to assign to Assignee the Trademarks including pending applications and registrations, together with the good will of the business connected with the Trademarks;

WHEREAS, Assignee desires to acquire the Trademarks, including pending applications and registrations, together with the good will of the business connected with the Trademarks;

WHEREAS, the parties desire to confirm as a matter of record Assignee's acquisition of the Trademarks in the United States Patent and Trademark Office and other jurisdictions as required; and

WHEREAS, the specific Trademarks assigned are identified on the Exhibits attached hereto and made a part hereof.

G:\Legal\CORP\M&A\Project Focus\IP\trademark assignment-spino.doc

NOW, THEREFORE, in consideration of the premises and covenants set forth in the General Conveyance, Bill of Sale, Assignment and Assumption Agreement between Assignor and Assignee dated as of August 31, 2001, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee all rights, title and interest in and to the Trademarks, including pending applications and registrations, together with the good will of the business symbolized by the Trademarks, and all causes of action and claims based on past actions or infringement related to the Trademarks. Assignor and Assignee agree to cooperate with one another in connection with recording this Assignment in the United States Patent and Trademark Office and other jurisdictions as required.

EXECUTED under seal effective as of the 31st day of August, 2001.

(CORPORATE SEAL)

ASSIGNOR:

NSI Enterprises, Inc., now known as
National Service Industries, Inc.

By: 
Brock A. Hatrox, Executive Vice
President and Chief Financial Officer

Attest:


Helena D. Haines, Secretary

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On this 3rd day of August, 2001 before me personally came Brock A. Hattox to me known, and known to me to be the Executive Vice-President and Chief Financial Officer of NSI Enterprises, Inc., now known as National Service Industries, Inc., the assignor above-named, and acknowledged that he executed the foregoing instrument on behalf of said assignor and pursuant to authority duly received. This instrument is notarized by me as of the 3rd day of August, 2001.

Annora Berra Lewis
Notary Public

ANNORA BERRA LEWIS
Notary Public - DeKalb County, Georgia
My Commission Expires December 3, 2004

My Commission Expires: _____

(NOTARIAL SEAL)

ASSIGNEE:

L & C Spinco, Inc.

By: *Kenyon W. Murphy*
Kenyon W. Murphy
Senior Vice President and General Counsel