Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Service Industries, Inc.		07/31/2004	CORPORATION: DELAWARE
National Service Industries, Inc.		07/31/2004	CORPORATION: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	Atlantic Envelope Company LLC
Street Address:	1325 Highland Ridge Road
City:	Smyrna
State/Country:	GEORGIA
Postal Code:	30080
Entity Type:	LTD LIAB JT ST CO: GEORGIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1827460	AECO
Registration Number:	1015270	AECO
Registration Number:	1173158	ATENCO
Registration Number:	12361	
Registration Number:	12345	
Registration Number:	27494	
Registration Number:	13815	
Registration Number:	53939	
Registration Number:	53940	
Registration Number:	1853637	ATLANTIC ENVELOPE COMPANY
Registration Number:	2666752	ВОХРАК
Registration Number:	2669457	ВОХРАК
Registration Number:	1156345	E-Z TRIEVE
Registration Number:	2394234	EASY WRAP
		TDADEMARK

TRADEMARK

**REEL: 002906 FRAME: 0677** 

900011048

Registration Number:	2562160	EASY WRAP
Registration Number:	1338303	FORMSTOR
Registration Number:	2482966	FULL CIRCLE
Registration Number:	2842711	JUST ADD COLOR
Serial Number:	76469690	EZ-2-SEAL
Serial Number:	76528185	FLEXOBLE

# **CORRESPONDENCE DATA**

Fax Number: (404)572-5149

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404.572.2461

Email: dcorey@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 191 Peachtree Street

Address Line 2: Attn: Deborah Corey

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER: Deborah Corey

Total Attachments: 3 source=tiff\_env#page1.tif source=tiff\_env#page2.tif source=tiff\_env#page3.tif

### ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") is made as of the 31<sup>st</sup> day of July 2004, by NATIONAL SERVICE INDUSTRIES, INC., a Delaware corporation ("NSI-Delaware"), and NATIONAL SERVICE INDUSTRIES, INC., a California corporation ("NSI-California" and, together with NSI-Delaware, "Assignors"), having their principal offices at 1420 Peachtree Street, Suite 200, Atlanta, Georgia 30309, to ATLANTIC ENVELOPE COMPANY LLC, a Georgia limited liability company ("Assignee"), having its principal offices at 1325 Highland Ridge Road, Smyrna, Georgia 30080, pursuant to that certain Contribution Agreement (the "Contribution Agreement"), dated as of even date herewith, by and between NSI-California and Assignee.

#### BACKGROUND

Assignors are the owners of all right, title and interest in and to the marks and United States Trademark Registrations and/or Applications set forth in Exhibit A attached hereto (the "Marks"). Assignors desire to assign to Assignee the Marks and Assignee desires to acquire the Marks from Assignors.

#### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the consideration described in the Contribution Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignee hereby acknowledges, Assignors, intending to be legally bound, hereby agree as follows:

## 1. Assignment.

- (a) Assignors do hereby assign, sell and transfer unto Assignee, all of Assignors' right, title and interest in and to the Marks, and to any extensions, renewals and other applications therefor, together with the goodwill of the business associated with such Marks, including any licenses or authorizations to use the Marks, together with all rights the Assignors may have to sue and to recover damages and other remedies for any infringement of the Marks which may have occurred before the date of this Assignment; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the full end of the term for which the Marks are granted, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment not been made.
- (b) The assignment, sale and transfer hereunder by Assignors of the Marks to Assignee is made AS IS and without any representations or warranties whatsoever.
- 2. Further Actions. From time to time after the date hereof, and without further consideration (subject, however, to Assignee's reimbursement of Assignors for any reasonable and documented fees or out-of-pocket expenses incurred in connection with Assignors' compliance with this Section 2), Assignors shall promptly take such actions and execute and deliver such documents and instruments as Assignee may reasonably request, or as may be required by the U.S. Patent and Trademark Office (if applicable), to assist Assignee in its efforts to perfect and record Assignee's ownership of the Marks.
- 3. Successors. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignors and their successors and assigns.

3540794 v1

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed and delivered by their duly authorized representatives as of the day and year first above written.

NATIONAL SERVICE INDUSTRIES, INC., a Delaware corporation

By:

K. Gene Laminack Senior Vice President,

Chief Financial Officer, and Treasurer

NATIONAL SERVICE INDUSTRIES, INC., a California corporation

Bv:

K. Gene Laminack Senior Vice President,

Chief Financial Officer, and Treasurer

Before me, a Notary Public in and for the State of Georgia, on this 31st day of July, 2004, personally appeared K. Gene Laminack, who being duly sworn, signed and acknowledged the foregoing Assignment as his or her free act and deed.

NOTARY PUBLIC

(SEAL)

My Commission Expires: January 1, 2005

# Exhibit A to Assignment of Trademark

# <u>Marks</u>

Trademark	Registration Number	Registration Date	Expiration Date
AECO	1,827,460	03/22/1994	03/22/2014
AECO (and design)	1,015,270	07/08/1975	07/08/2005
ATENCO (and design)	1,173,158	10/13/1981	10/13/2011
Atlantic Envelope Company	12361	12/20/1993	12/20/2013
Atlantic Envelope Company	12345	12/01/1993	12/01/2013
Atlantic Envelope Company	R-27494	11/30/1993	11/30/2013
Atlantic Envelope Company	S-13815	11/30/1993	11/30/2013
Atlantic Envelope Company	53939	10/07/1994	10/07/2004
Atlantic Envelope Company	53940	10/07/1994	10/07/2004
Atlantic Envelope Company	1,853,637	09/13/1994	09/13/2004
BOXPAK	2,666,752	12/24/2002	12/24/2012
BOXPAK (and design)	2,669,457	12/31/2002	12/31/2012
E-Z Trieve	1,156,345	06/02/1981	06/02/2011
Easy Wrap	2,394,234	10/10/2000	10/10/2010
Easy Wrap (and design)	2,562,160	04/16/2002	4/16/2012
Formstor	1,338,303	05/28/85	05/28/2005
Full Circle	2,482,966	08/28/01	08/28/2011
Just Add Color	2,842,711	05/18/04	05/18/2014

Trademark Application	Application/Serial Number	Application Date
EZ-2-Seal	76/469,690	11/12/2002
Flexoble	76528185	07/02/2003

**RECORDED: 08/02/2004**