

TRADEMARK ASSIGNMENT

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 Services Industries, Inc.		07/31/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	National Linen and UniformService LLC
Street Address:	525 Glen Iris Drive
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2190546	CLEAN N SIMPLE
Registration Number:	1730355	ENHANCE
Registration Number:	2014386	LINENMASTER
Registration Number:	1258959	N
Registration Number:	1312650	NATIONAL DUST CONTROL SERVICE
Registration Number:	2815415	NATIONAL LINEN RX
Registration Number:	1343535	NATIONAL HEALTHCARE LINEN SERVICE
Registration Number:	843026	NATIONAL LINEN SERVICE
Registration Number:	1039873	NATIONAL UNIFORM SERVICE
Serial Number:	76291411	PRESCRIPTION FOR COST CONTROL

CORRESPONDENCE DATA

Fax Number: (404)572-5149

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

Phone: 770.967.1191

TRADEMARK
REEL: 002945 FRAME: 0657

CH \$265.00 2190546

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
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Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") is made as of the 31st 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 **NATIONAL LINEN AND UNIFORM SERVICE LLC**, a Georgia limited liability company ("Assignee"), having its principal offices at 525 Glen Iris Drive, Atlanta, Georgia 30308, 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.

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

By: 
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**

Marks

Trademark	Registration Number	Registration Date	Expiration Date
Clean N Simple (stylized)	2,190,546	09/22/1998	9/22/2008
Enhance	1,730,355	11/03/1992	11/03/2012
LinenMaster®	2,014,386	08/31/1991	08/31/2011
N (stylized)	1,258,959	11/22/1983	11/22/2013
National Dust Control Service	1,312,650	01/01/1985	01/01/2005
National Dust Control Service (and design)	s-1172	06/17/1980	06/17/2010
National Linen R _x	2815415	02/17/2004	02/17/2014
National Healthcare Linen Service	1,343,535	06/18/1985	06/18/2005
National Linen Service	843,026	01/23/1968	01/23/2008
National Uniform Service	1,039,873	05/18/1976	05/18/2006

Trademark Application	Application/Serial Number	Application Date
Prescription for Cost Control	76/291,411	07/27/2001