

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/22/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Service Champ II, L.P.		04/22/2005	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	SCLP Acquisition Company
Street Address:	180 New Britain Boulevard
City:	Chalfont
State/Country:	PENNSYLVANIA
Postal Code:	18914
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2224297	SERVICE CHAMP

CORRESPONDENCE DATA

Fax Number: (202)223-2085
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-861-3900
 Email: dctrademarks@dlapiper.com
 Correspondent Name: Linda T. Makings
 Address Line 1: 1200 Nineteenth St., NW
 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Linda T. Makings
Signature:	/Linda T. Makings/
Date:	04/28/2005

OP \$40.00 2224297

Total Attachments: 2
source=Image001#page1.tif
source=Image002#page1.tif

ASSIGNMENT

THIS ASSIGNMENT (this "Agreement"), is made and entered into as of April 22, 2005 by the undersigned, as "Assignor" and SCLP Acquisition Company, a Delaware corporation, as "Assignee."

As of the date hereof, the undersigned owns a limited partnership interest or a general partnership interest in Service Champ II, L.P., a Delaware limited partnership (the "Partnership.") In connection with the closing of the transactions contemplated by the Purchase Agreement dated April 13, 2005 (the "Purchase Agreement") by and among the undersigned, the Partnership, the Assignee and the other parties thereto, Assignor desires to transfer and assign all of its interests in the Partnership to Assignee on the terms set forth herein.

NOW, WHEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and sets over to the Assignee, its successors and assigns, all of Assignor's right, title and interest in, under and to its partnership interest in the Partnership (the "Assigned Interest"), including without limitation all rights to allocations of profits and losses and distributions of cash or other property represented by the Assigned Interest, and all other rights otherwise accruing to the Assignor by virtue of owning the Assigned Interest and being a partner of the Partnership. Assignor hereby withdraws from the Partnership as a General Partner and/or Limited Partner thereof.

2. Acceptance. The Assignee hereby accepts the assignment to it of the Assigned Interests.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

ASSIGNOR:

ZS SERVICE CHAMP L.L.C.

By: Robert A. Horne
Name: Robert A. Horne
Title: Manager

ASSIGNEE:

SCLP ACQUISITION COMPANY

By: _____
Name: _____
Its: _____

ASSIGNMENT

THIS ASSIGNMENT (this "Agreement"), is made and entered into as of April 22, 2005 by the undersigned, as "Assignor" and SCLP Acquisition Company, a Delaware corporation, as "Assignee."

As of the date hereof, the undersigned owns a limited partnership interest or a general partnership interest in Service Champ II, L.P., a Delaware limited partnership (the "Partnership.") In connection with the closing of the transactions contemplated by the Purchase Agreement dated April 13, 2005 (the "Purchase Agreement") by and among the undersigned, the Partnership, the Assignee and the other parties thereto, Assignor desires to transfer and assign all of its interests in the Partnership to Assignee on the terms set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and sets over to the Assignee, its successors and assigns, all of Assignor's right, title and interest in, under and to its partnership interest in the Partnership (the "Assigned Interest"), including without limitation all rights to allocations of profits and losses and distributions of cash or other property represented by the Assigned Interest, and all other rights otherwise accruing to the Assignor by virtue of owning the Assigned Interest and being a partner of the Partnership. Assignor hereby withdraws from the Partnership as a General Partner and/or Limited Partner thereof.

2. Acceptance. The Assignee hereby accepts the assignment to it of the Assigned Interests.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the day and year first above written.

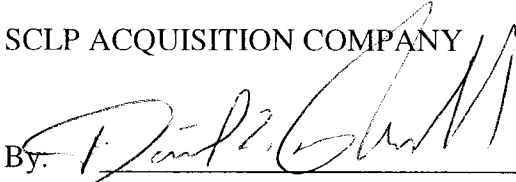
ASSIGNOR:

ASSIGNEE:

ZS SERVICE CHAMP L.P.

SCLP ACQUISITION COMPANY

By: ZS SERVICE CHAMP L.L.C.,
its General Partner

By: 
Name: _____
Its: _____

By: _____
Name: Robert A. Horne
Title: Manager