

07-07-2005

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



103035360

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): The Linc Corporation
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation - Delaware
Other

2. Name and address of receiving party(ies)
Name: The Linc Group, LLC
Address: Suite 2700
Street Address: 1201 Louisiana Street
City: Houston State: TX Zip: 77002

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
[X] Other: General Conveyance
Effective Date: 12/08/2003

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation:
[X] Other limited liability company -- Delaware
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Designations must be a separate document from assignment
Additional name(s) & address(es) attached? Yes X No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s):

B. Trademark Registration No.(s):
1,196,997 1,224,483 1,610,058
1,196,998 1,231,308 2,117,862
1,208,994 1,234,810 2,709,196

Additional number(s) attached X Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andrea Walker
Address: Jenkens & Gilchrist, P.C.
Street Address: 1445 Ross Avenue, Suite 3200
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41): \$ 240.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 10-0447

DO NOT USE THIS SPACE

9. Signature.
Andrea Walker Name of Person Signing
Andrea Walker Signature
July 1, 2005 Date

07/06/2005 DRYNE 00000164 1196997
01 FC:8521
02 FC:8522

40.00 OP
200.00 OP

Total number of pages including cover sheet, attachments, and document: 15

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

DALLAS2 1114767v1 64966-00067

TRADEMARK
REEL: 003189 FRAME: 0188

General Conveyance

THIS GENERAL CONVEYANCE (this "Conveyance") is from ServiceCo Holdings, Inc., a Delaware corporation ("ServiceCo"); Linc Mechanical Services, Inc., a Delaware corporation; Linc Service Holdings, Inc., a Delaware corporation; Linc Service Company, a Delaware corporation; Affiliated Building Services, Inc., a Pennsylvania corporation; The LINC Corporation, a Pennsylvania corporation; Integrated Process Technologies LLC, a Delaware limited liability company; Pierce Mechanical, Inc., a Delaware corporation; Jon Pierce Incorporated, a Texas corporation; ServiceCo Corporate Services, Inc., a Delaware corporation; ServiceCo Operations, Inc., a Delaware corporation; The LINC Corporation Holding Company, a Delaware corporation; Enron Energy Services Process Technologies, Inc., a Delaware corporation; Affiliated Building Services, Inc. Investment Company, a Delaware corporation; The LINC Corporation Investment Company, a Delaware corporation; Enron EES Acquisition I Corp., a Delaware corporation; Affiliated Building Services, Inc. Holding Company, a Delaware corporation; and The LINC Company, a Pennsylvania corporation (each a "Seller Party" and collectively, "Seller") to The Linc Group, LLC, a Delaware limited liability company ("Buyer"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement dated November 7, 2003 among the parties hereto (the "Asset Purchase Agreement").

Recitals

- A. Under the Asset Purchase Agreement, Seller has agreed to sell and convey, and Buyer has to agree to purchase and accept, the Acquired Assets.
- B. Buyer and Seller now desire to enter this Agreement to evidence the purchase and sale of the Acquired Assets.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Buyer and Seller hereby agree as follows:

1. *Conveyance and Transfer.* Seller hereby grants, conveys, transfers, and assigns to Buyer all of Seller's right, title and interest in and to the Acquired Assets, including the assets, contracts, and other rights described in the schedules to this Conveyance. Notwithstanding anything contained in this Conveyance, the Acquired Assets shall not include the Excluded Assets, and the Excluded Assets shall be retained by Seller.
2. *Habendum Clause.* TO HAVE AND TO HOLD the Acquired Assets, together with all rights related thereto, unto Buyer, and its successors and assigns, forever.
3. *Consents.* If the transfer of any Contract, Permit, or other Acquired Asset to Buyer hereunder shall require the consent of any party thereto which has not been obtained as of the Closing Date, then this Conveyance shall not constitute an agreement to assign the same, and such item shall not be assigned to or assumed by Buyer, if an actual or attempted assignment thereof would constitute a breach thereof or default thereunder. In such case, Seller and Buyer shall cooperate and each shall use commercially reasonable efforts to obtain such consents to the

extent required of such other parties and, if and when any such consents are obtained, to transfer the applicable Contract, Permit, or other Acquired Asset (provided, that Seller shall not be required to make or incur any additional payments or payment obligations in respect of such efforts).

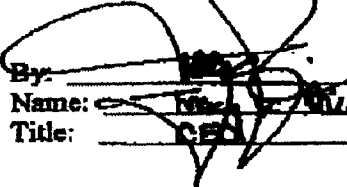
4. *Asset Purchase Agreement.* This Conveyance is subject to the terms and conditions of the Asset Purchase Agreement. In the event of a conflict between the terms of this Conveyance and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.
5. *Successors and Assigns.* This Conveyance shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.
6. *Governing Law.* This Conveyance shall be governed by and construed in accordance with the laws of the State of New York without reference to its rules or principles that require reference to the laws of another state.
7. *Counterparts.* This Conveyance may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when counterparts have been signed by each of the parties and delivered to each of the other parties hereto.
8. *Headings.* The section and article headings set forth herein are inserted for convenience of reference only and will not affect the meaning or interpretation of this Conveyance.

{Signature Page Follows}

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the 8th day of December, 2003.

Seller:

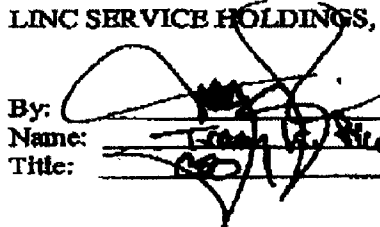
SERVICECO HOLDINGS, INC.

By: 
Name: _____
Title: _____

LINC MECHANICAL SERVICES, INC.

By: _____
Name: _____
Title: _____

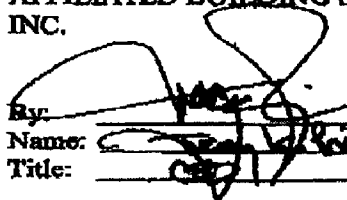
LINC SERVICE HOLDINGS, INC.

By: 
Name: _____
Title: _____

LINC SERVICE COMPANY

By: _____
Name: _____
Title: _____

AFFILIATED BUILDING SERVICES, INC.

By: 
Name: _____
Title: _____

General Conveyances

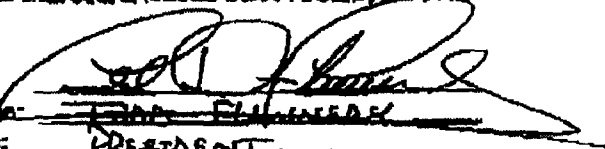
IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the 8th day of December, 2003.

Seller:

SERVICECO HOLDINGS, INC.

By: _____
Name: _____
Title: _____

LINC MECHANICAL SERVICES, INC.

By: 
Name: FRANK F. LINDSEY
Title: PRESIDENT

LINC SERVICE HOLDINGS, INC.

By: _____
Name: _____
Title: _____

LINC SERVICE COMPANY

By: _____
Name: _____
Title: _____

AFFILIATED BUILDING SERVICES, INC.

By: _____
Name: _____
Title: _____

General Conventions

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the 8th day of December, 2003.

Seller:

SERVICECO HOLDINGS, INC.

By: _____
Name: _____
Title: _____

LINC MECHANICAL SERVICES, INC.

By: _____
Name: _____
Title: _____

LINC SERVICE HOLDINGS, INC.

By: _____
Name: _____
Title: _____

LINC SERVICE COMPANY

By: *Alfonse J Santoro*
Name: ALFONSE J SANTORO
Title: PRESIDENT

AFFILIATED BUILDING SERVICES,
INC.

By: _____
Name: _____
Title: _____

General Conveyances

THE LINC CORPORATION

By: [Signature]
Name: Robert C. Rice
Title: CEO

INTEGRATED PROCESS TECHNOLOGIES LLC

By: [Signature]
Name: Robert C. Rice
Title: CEO

PIERCE MECHANICAL, INC.

By: [Signature]
Name: Robert C. Rice
Title: CEO

JON PIERCE INCORPORATED

By: [Signature]
Name: Robert C. Rice
Title: CEO

SERVICEDO CORPORATE SERVICES, INC.

By: [Signature]
Name: Robert C. Rice
Title: CEO

General Conveyances

SERVICECO OPERATIONS, INC.

By: _____
Name: _____
Title: _____

THE LINC CORPORATION HOLDING COMPANY

By: _____
Name: _____
Title: _____

ENRON ENERGY SERVICES PROCESS TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

AFFILIATED BUILDING SERVICES, INC. INVESTMENT COMPANY

By: _____
Name: _____
Title: _____

THE LINC CORPORATION INVESTMENT COMPANY

By: _____
Name: _____
Title: _____

General Conveyances

SERVICED OPERATIONS, INC.

By: _____
Name: _____
Title: _____

THE LINC CORPORATION HOLDING
COMPANY

By: _____
Name: _____
Title: _____

ENRON ENERGY SERVICES PROCESS
TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

AFFILIATED BUILDING SERVICES,
INC. INVESTMENT COMPANY

By: Quinn
Name: Suzanne Hay
Title: Secretary

THE LINC CORPORATION
INVESTMENT COMPANY

By: Quinn
Name: Suzanne Hay
Title: Secretary

General Conveyances

ENRON RES ACQUISITION I CORP.

By: _____
Name: Thomas V. Rife
Title: CEO

THE LINC COMPANY

By: _____
Name: Thomas V. Rife
Title: CEO

AFFILIATED BUILDING SERVICES,
INC. HOLDING COMPANY

By: _____
Name: Thomas V. Rife
Title: CEO

Buyer:

THE LINC GROUP, LLC

By: _____
Name: _____
Title: _____

General Conveyances

ENRON EES ACQUISITION I CORP.

By: _____
Name: _____
Title: _____

THE LINC COMPANY

By: _____
Name: _____
Title: _____

AFFILIATED BUILDING SERVICES,
INC. HOLDING COMPANY

By: _____
Name: _____
Title: _____

Buyer:

THE LINC GROUP, LLC

By: 
Name: ANDREW TAINITER
Title: CEO

SCHEDULE 4.17
Intellectual Property

A. AFFILIATED BUILDING SERVICES, INC.

1. Trademarks

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	ABS	1757203	3/9/93
	ABSolute	1501180	8/23/1988 (expired)
	FACILITY ASSESSMENT TOOLKIT/FAST		(expired)
Australia	ABSOLUTE/ABSolute	580686	6/19/92 (expired)

2. Copyrights

<u>Material</u>	<u>Registration Number</u>	<u>Registration Date</u>
"FACILITY ASSESSMENT TOOLKIT/FAST" Computer Software	Txu807-450	May 1, 1997
ABSolute Users Manual	TX2,860,410	April 30, 1990 (expired)
ABSolute Maintenance Management Info System	TX2,817,839	May 4, 1990 (expired)

3. Domain Name: www.absfm.com

4. License Agreements:

License Agreement by and between PeopleSoft USA, Inc. and Affiliated Building Services, Inc., as amended, dated June 4, 2002.

License Agreement by and between ABS and Banco Standader Puerto Rico for the use of ABSolute Operations and Maintenance Computer Program, dated April 17, 1996.

License Agreement by and between ABS and Black Box Corp. for the use of ABSolute Suite, dated December 23, 1998.

License Agreement by and between ABS and Limbach Co. for the non-exclusive use of certain Ips of ABS, including ABSolute Maintenance Management Information System in the state of Michigan, dated Sept. 10, 1994.

License Agreement by and between ABS and Harper Mechanical for the use of ABSolute Maintenance Management Information System, dated June 25, 1996.

Software License Agreement by and between FieldCentrix, Inc. and ServiceCo Holdings Inc., dated June 9, 2003, for the use of the FX Service Center (FXSC), FX Mobile (FXM), FX Interchange and FX eService.

5. Software

ABS has licensed PeopleSoft software for Accounting, Finance, Contracts, Project Management, Billing, HR, Payroll, Base Benefits and Time/Labor. ABS also purchased the PeopleSoft Asset Management module, but has not implemented that module. These modules provide ABS with real time, fully integrated, web enabled business systems.

B. INTEGRATED PROCESS TECHNOLOGIES, LLC

1. Common Law Trademarks

<u>Intellectual Property</u>	<u>Description</u>	<u>Date of First Use</u>
Integrated Process Technologies	Company Name	4/1/1997
Service Provider Index (SPI)	Index measuring Cost of Service, Timeliness of Service and Quality of Service for Service Providers	1/1999
ServiceSolutions	IPT product name	6/1997
Property Preservation Management Program (PPM)	IPT product name	2/1998
ServiceSource	Name of IPT proprietary integrated process, communications and data base technology system	1996
ServiceCents	ServiceCents is the IPT Invoice processing program	1996
Property Preservation Program	IPT product name	2/1998
Small Business Lifeline	IPT product name	11/1999
Small Business Lifeline (logo)	This is the logo for Small Business Lifeline	11/1999
Process Patent ServiceSource Process	This is a proprietary process that IPT has developed for the delivery of a service	1996

2. Domain Name¹: www.ip-tech.com

3. License Agreements:

IPT has various software licenses, none of which exceed an annual maintenance cost of \$20,000.00.

IPT currently uses Oracle applications, through its connection with Enron, which are not assignable. Following the closing of the transaction, IPT will have approximately ninety (90) days to obtain an Oracle license at an estimated cost of \$250,000.

4. Software

None.

C. LINC SERVICE COMPANY AND THE LINC CORPORATION

1. Trademarks

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
U.S. – Federal	Service Mark “LINC”	1,196,997	6/1/82
	“LINC” Logo	1,196,998	6/1/82
	“LINC Service”	1,208,994	9/14/82
	“ABE”	1,224,483	1/18/83
	“LINC System”	1,231,308	3/15/83
	“ABE” Design	1,234,810	4/12/83
	“InterLINC”	1,610,058	8/14/90
	LINCclaser	2,117,862	12/2/97
	“LINC” design	2,709,196	3/2001
U.S. – State	Pennsylvania LINC	80-49-1424	8/25/80 (lapsed)
	Massachusetts LINC	30584	8/27/80 (lapsed)
	Rhode Island LINC	80-8-20	8/28/80 (lapsed)
	California LINC	3740	9/2/80 (lapsed)
	Ohio LINC	810-304	9/11/80 (lapsed)
	Michigan LINC		3/29/82 (lapsed)
	Pennsylvania ABS	80-15-538	¼/80 (lapsed)
Canada	Service Mark “LINC”	322110	12/26/86
	“ABE”	327505	5/15/87

¹ Rights to the following domain names expired in 2002: businesslifeline.com; ip-tech.com; smallbusinesslifeline.com; sbllifeline.com

	"ABE" Design	328882	6/19/87
	"LINC Service"	328834	6/12/87
	"LINC System"	328728	6/12/87
	"LINC" Design	328729	6/12/87
Australia	"LINC Service"	A499563 (37)	2/20/91
	"ABE" Device	A499144 (35)	5/8/91
	"LINC Service"	A499142 (35)	10/18/91
	"LINC Service"	544670 (42)	2/19/99
United Kingdom	"LINC"	1348061 (37)	6/16/88
	"LINC" logo	1348520 (37)	6/16/88
	"LINC"	1348061	12/21/89
Mexico	"LINC"	434029	12/23/82

2. Copyrights

<u>Material</u>	<u>Registration Number</u>	<u>Registration Date</u>
Confidential Operating Manual ("COM")	TX659-953	July 1, 1980

3. Domain Names: www.lincservice.com

4. Linc Corporation Franchise Agreements:

License Agreement by and between the Linc Corporation and Shaker Computer and Management Services, Inc., as amended, dated December 30, 1994.

License Agreement by and between the Linc Corporation and TEGG Corporation, as amended, dated August 31, 1992.

License Agreement with Fourth Channel, Inc., dated November 6, 2000.

License Agreement by and between Limbach Constructors Incorporated and The Linc Corporation dated January 2, 1986.

5. Software

LINClaser is a complete turnkey solution utilized to increase corporation profits by providing accurate and meaningful information to monitor and control job costs, improve billing and equipment management functions, and concurrently automate accounting and payroll functions. This system fully integrates the Accounts Payable, Accounts Receivable, Billing, Consolidated Financials, General Ledger, Job Status, Service Management and eDocuments modules to satisfy all of your data processing needs.