

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 1992/0806		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finova Capital Corporation		09/12/2000	CORPORATION:
RECEIVING PARTY DATA			
Name:	NSC Corporation		
Street Address:	49 Danton Drive		
City:	Methuen		
State/Country:	MASSACHUSETTS		
Postal Code:	01844		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2364193	NSC CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038265-0013		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		
Date:	12/13/2005		

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**Total Attachments: 11**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

NSC CORPORATION,  
NATIONAL SURFACE CLEANING, INC.,  
NATIONAL SERVICE CLEANING CORP.,  
NSC ENERGY SERVICES, INC., AND  
OLSHAN DEMOLISHING MANAGEMENT,  
INC.,

Debtors.

Chapter 11

Case Nos. 00 B 13233 (PCB) and  
00 B 13235 through  
00 B 13238 (PCB)

Jointly Administered

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-X

**ORDER AUTHORIZING DEBTORS TO SELL CERTAIN ASSETS TO LVI  
SERVICES, INC. FREE AND CLEAR OF ALL LIENS, CLAIMS AND  
ENCUMBRANCES OF FINOVA CAPITAL CORPORATION  
(A&F #26A-1)**

Upon the motion of National Surface Cleaning, Inc., National Service Cleaning Corp., NSC Energy Services, Inc., and Olshan Demolishing Management, Inc., debtors and debtors-in-possession (the "Debtors"), dated September 1, 2000 (the "Sale Motion") for entry of an order pursuant to sections 363(b), 363(f) and 363(m) of title 11, United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), *inter alia*, authorizing the Debtors to sell all of their right, title and interest in and to certain assets identified in Schedule "A" attached to the Agreement (as defined below) (the "Assets") free and clear of all liens, claims and encumbrances (collectively, the "Liens"), with such Liens to transfer, affix and attach solely to the proceeds of such sale; and upon that certain Agreement, dated September 8, 2000, between the Debtors, as sellers, and LVI

IMANAGE:44862.1

Services, Inc. ("LVI"), as purchaser (the "Purchaser") (a copy of which is attached hereto as Exhibit "1") (the "Agreement")<sup>1</sup>; and the Court having entered an order dated September 1, 2000 (the "Scheduling Order"), pursuant to which the Court, *inter alia*, established dates for an auction (the "Auction") and the hearing on the Sale Motion (the "Approval Hearing"); and the Court being satisfied that notice of the Sale Motion, Auction and Approval Hearing has been given in accordance with the Scheduling Order as evidenced by the affidavit of service filed with the Clerk of the Court (the "Affidavit"), and the Debtors having announced in open Court at the Auction, that notwithstanding the Sale Motion or any statement to the contrary, they would only be selling Assets "as is", "where is" and free and clear only of FINOVA Capital Corporation's ("FINOVA") Liens, and it appearing that no other or further notice need be given, it is

NOW, THEREFORE, upon the Auction results and recommendation of the Debtors, the record made at the Approval Hearing held before the Court on September 8, 2000, the evidence presented or proffered at the Approval Hearing (and the Court having duly considered all offers for the Assets), and it appearing that the highest and best offer for the Assets has been made by Purchaser; and after due deliberation and sufficient cause appearing therefor, and the Court having resolved the objections lodged to the Sale Motion, as stated on the record of the Approval Hearing,

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<sup>1</sup> Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement.

THE COURT HEREBY FINDS AND DETERMINES that:

A. The Court has jurisdiction to hear and determine the Sale Motion and all related matters pursuant to 28 U.S.C. §§ 1334 and 157 and the “Standing Order of Referral of Cases to Bankruptcy Judges” of the United States District Court for the Southern District of New York, dated December 10, 1984 (Ward, Acting C.J.). The Sale Motion and all related matters are core proceedings under 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue of this proceeding in this district is proper pursuant to 28 U.S.C. § 1409.

B. The statutory predicates for the relief granted herein are sections 105 and 363 of the Bankruptcy Code, as complemented by Bankruptcy Rules 2002, 4001, 6004, 9006 and 9007.

C. On July 17, 2000, the Debtors filed their Petitions commencing the Chapter 11 Cases in the Bankruptcy Court and orders for relief were thereupon duly entered.

D. The Debtors have remained in possession of their properties and have continued in the management and operation of their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

E. Proper, timely, adequate and sufficient notice and service of notice of the Sale Motion, Auction and Approval Hearing has been effectuated in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court, and the Scheduling Order, and no other or further notice thereof or of the entry of this order is necessary.

F. The Debtors have exercised sound business judgment and have advanced sound business reasons for their determination to dispose of the Assets as set forth in the Sale Motion and as provided in the Agreement, free and clear only of the Liens of FINOVA.

G. The Purchaser has made the highest and best offer for the Assets.

H. FINOVA has consented to the sale of the Assets to the Purchaser in accordance with the terms of the Agreement and this Order.

I. The Purchaser is not an insider, as that term is defined in section 101(31) of the Bankruptcy Code. The Purchaser is a good faith purchaser as that term is used in section 363(m) and (n) of the Bankruptcy Code and is entitled to the protections contained therein.

J. There has been no challenge to, or question raised concerning the *bona fides* and good faith of the Purchaser.

K. The terms and conditions of the Agreement, including the amount of the Purchase Price, are fair and reasonable and the transactions contemplated by the Agreement are in the best interests of the Debtors and their estates.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, FINDINGS AND DETERMINATIONS, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Sale Motion is granted. LVI is approved as the Purchaser of the Assets listed on Schedule "A" to the Agreement. The Agreement and the transactions contemplated thereby are approved in all respects, and the Debtors are hereby authorized, empowered and directed to enter into the Agreement with the Purchaser and to perform their obligations under the Agreement and take such actions and execute and deliver any and all documents as are reasonably necessary to effectuate the Agreement and this Order.

2. The Debtors are authorized, empowered and directed to sell their right, title and interest in the Assets to the Purchaser "as is", "where is" free and clear only of the Liens of FINOVA and those

parties-in-interest who were served with notice of the Sale Motion as reflected in the Affidavit (the "Noticed Parties"), of every kind, nature and description whether arising prior or subsequent to the filing of the Petitions, with FINOVA and the Noticed Parties Liens to attach only to the proceeds of sale (the "Asset Sale Proceeds") with the same priority, validity, force and effect as they now have in or against the Assets. Upon Closing of the Sale of the Assets, the Asset Sale Proceeds shall be paid to FINOVA and deposited into a segregated account, subject to the rights of the Official Committee of Unsecured Creditors (the "Committee") pursuant to paragraph 24 of the Final Order Authorizing Debtors' Use of Cash Collateral and Granting Related Relief and/or applicable law. The Asset Sale Proceeds shall be retained in such account until October 10, 2000 unless otherwise ordered by the Court. Nothing herein shall waive (1) any right of the Committee to seek to disgorge such funds from FINOVA, or (2) any defenses of FINOVA.

3. On the Closing Date, FINOVA shall execute such documents and take all other action as may be necessary to release its Liens upon or other interests in the Assets.

4. This Order and the Agreement shall be binding upon, and shall inure to the benefit of, the Debtors and Purchaser and their respective successors and assigns, including without limitation, any trustee hereinafter appointed for the Debtors' estates under chapters 11 or 7 of the Bankruptcy Code.

5. This Court shall retain exclusive jurisdiction to enforce the provisions of this Order and the Agreement and to resolve any dispute concerning this Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement, and this Order, including, but not limited to, interpretation of the terms, conditions and provisions thereof, and the status, nature and extent

of the Assets, and all issues and disputes arising in connection with the relief granted herein, inclusive of those concerning the transfer of the Assets free and clear of the Liens.

6. The sale of the Assets approved by this Order is not subject to avoidance pursuant to section 363(n) of the Bankruptcy Code.

7. Pursuant to Fed. R. Bank. P. 6004(g), this Order shall not be stayed, and in the absence of any entity obtaining a stay pending appeal, the Debtors and the Purchaser are free to close under the Agreement at any time. In the absence of any entity obtaining a stay pending appeal, if the Debtor and the Purchaser close under the Agreement, Purchaser shall be entitled to the protection of section 363(m) of the Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on appeal. Purchaser is a purchaser in good faith for fair value within the meaning of section 363(m) of the Bankruptcy Code and Purchaser is entitled to the protection of section 363(m) of the Bankruptcy Code.

8. The sale of the Assets is exempt from any and all laws imposing a stamp or similar tax in accordance with section 1146(c) of the Bankruptcy Code.

9. From and after the Closing, Purchaser shall have the right to sell the Assets or otherwise use them free of the Liens of FINOVA and the Noticed Parties.



10. To the extent that there are any inconsistencies between this Order and the Agreement, the terms of this Order shall prevail.

Dated: New York, New York  
September 12, 2000

/s/ Prudence Carter Beatty

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United States Bankruptcy Judge

**EXHIBIT "1"**

**AGREEMENT**

**EXHIBIT "1"**

IMANAGE:44862.1

**TRADEMARK**  
**REEL: 003209 FRAME: 0314**

September 8, 2000

NSC Corporation  
National Surface Cleaning, Inc.  
National Service Cleaning Corp.  
NSC Energy Services, Inc.  
Olshan Demolishing Management, Inc.  
c/o Angel & Frankel, P.C.  
460 Park Avenue, 8<sup>th</sup> Floor  
New York, NY 10022-1906

Gentlemen:

This letter constitutes the agreement (the "Agreement") by LVI Services, Inc. (the "Purchaser") to purchase certain of the assets of one or more of the following entities: NSC Corporation, National Surface Cleaning, Inc., National Service Cleaning Corp., NSC Energy Services, Inc. and Olshan Demolishing Management, Inc., debtors and debtors-in-possession (collectively, the "Seller"). This Agreement, when countersigned by each of the Sellers, shall be binding upon the parties subject to the satisfaction of each of the terms and conditions set forth in this Agreement.

1. Assets. Purchaser hereby agrees to Purchase all of the Debtors' right, title and interest in and to the assets listed in Exhibit "A" attached hereto "as is-where is" free and clear of only the liens, claims and encumbrances of FINOVA.

All of the Assets shall be conveyed by Seller to Purchaser at Closing (as hereinafter defined), and such conveyance shall be evidenced by a Bill of Sale to be executed and delivered by Seller to Purchaser to the extent as shall be provided in the Bankruptcy Court Order approving this Agreement and providing that Purchaser is receiving all of Seller's right, title and interest in, and without any representations or warranties and "as is where is," all of the Assets free and clear of all liens, claims, security interests and encumbrances of any kind.

2. Purchase Price. The Purchase Price shall consist of the payment, by cash, certified check or cashier's check, of \$ 100,000.00.

3. Closing. Closing on the sale and purchase of the Assets (the "Closing") shall occur on the first business day immediately following the entry of the Bankruptcy Court approval order. At Closing, Purchaser shall pay to Seller, or to such party or parties as Seller may direct, by cash or certified or cashier's check, the Purchase Price for the Assets, and Seller shall convey title and

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NSC Corporation  
September \_\_, 2000  
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4. Further Assurances. Seller agrees to execute all documents reasonably requested by Purchaser to effectuate the transfer of the Assets to the Purchaser, including but not limited to telephone services providers, trademark assignments and similar documents. This obligation shall survive the closing.

possession of the assets to Purchaser as accompanied by the duly executed Bill of Sale described in Paragraph X above.

Each of the signatories hereto warrants authority to execute this Agreement.

Very truly yours,

By NSC Services, Inc.  
Burton T. Fried, Pres.

Accepted on September 8, 2000 by each of the following:

NSC Corporation, Debtor and  
Debtor-in-Possession

By: [Signature]  
Ast. Sec.

National Surface Cleaning, Inc., Debtor  
and Debtor-in-Possession

By: [Signature]  
Ast. Sec.

National Service Cleaning Corp., Debtor  
and Debtor-in-Possession

By: [Signature]  
Ast. Sec.

NSC Energy Services, Inc., Debtor  
and Debtor-in-Possession

By: [Signature]  
Ast. Sec.

Olshan Demolishing Management, Inc.  
Debtor  
and Debtor-in-Possession

By: [Signature]  
Ast. Sec.

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Exhibit A

NSC Corporation, National Surface Cleaning, Inc., National Service Cleaning Corp. and NSC Energy Services Inc. (the "Companies"), have been engaged through ownership or directly engaged in the asbestos abatement, lead-based paint abatement, demolition and related industries (the "Business").

LVI desires to purchase from the Companies:

- \* Use of all telephone numbers and business telephone listings for the Business.
- \* All customer lists used in the Business.
- \* All rights to register trademarks and copyrights.
- \* All right, title and interest to all trademarks, service marks, trade dress, logos, trade names, and corporate names, whether or not registered, including all common law rights, and registrations and applications for registration thereof, including, but not limited to, the names "NSC," "National Surface Cleaning," "National Service Cleaning," and "NSC Energy Services."
- \* Marketing data, business and marketing plans and customer and supplies lists and information.

The Assets shall not include any assets of Olshan Demolishing Management, Inc. of any kind.