

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association (as successor by merger to Congress Financial Corporation (Southern)), as Agent		12/16/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	76291621	NATIONAL LINEN RX
Serial Number:	76291411	PRESCRIPTION FOR COST CONTROL
Serial Number:	76469690	EZ-2-SEAL
Registration Number:	2190546	CLEAN N SIMPLE
Registration Number:	1257887	CONTROLS
Registration Number:	1730355	ENHANCE
Registration Number:	2014386	LINENMASTER
Registration Number:	1258959	N
Registration Number:	1312650	NATIONAL DUST CONTROL SERVICE
Registration Number:	1343535	NATIONAL HEALTHCARE LINEN SERVICE
Registration Number:	0843026	NATIONAL LINEN SERVICE
Registration Number:	0821385	NATIONAL SERVICE INDUSTRIES INC.

OP \$790.00 76291621

Registration Number:	1039873	NATIONAL UNIFORM SERVICE
Registration Number:	1827460	AECO
Registration Number:	1015270	AECO
Registration Number:	1840521	ATENCO
Registration Number:	1173158	ATENCO
Registration Number:	0012361	
Registration Number:	0012345	
Registration Number:	0027494	
Registration Number:	0013815	
Registration Number:	0053939	
Registration Number:	0053940	
Registration Number:	1853637	ATLANTIC ENVELOPE COMPANY
Registration Number:	2666752	BOXPAK
Registration Number:	2669457	BOXPAK
Registration Number:	1156345	E-Z TRIEVE
Registration Number:	2394234	EASY WRAP
Registration Number:	2562160	EASY WRAP
Registration Number:	1338303	FORMSTOR
Registration Number:	2482966	FULL CIRCLE

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky Walker LLP
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	12/16/2005

Total Attachments: 7
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment") is executed as of December 16, 2005 ("Assignment Effective Date"), by **WACHOVIA BANK, NATIONAL ASSOCIATION** (successor by merger to Congress Financial Corporation (Southern)), in its capacity as agent ("Existing Agent") for itself and the Existing Lenders (as defined below) in favor of the Successor Agent (as defined below).

W I T N E S S E T H:

WHEREAS, Existing Agent is party to that certain Amended and Restated Loan and Security Agreement (as amended and supplemented by Amendment No. 1 to Loan and Security Agreement, dated as of September 29, 2004, Amendment No. 2 to Loan and Security Agreement, dated as of October 20, 2004, and Amendment No. 3 to Loan and Security Agreement dated as of March 31, 2005, and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), dated as of July 31, 2004, by and among Atlantic Envelope Company LLC, a Georgia limited liability company, and National Linen and Uniform Service LLC, a Georgia limited liability company (collectively, "Borrowers"), National Service Industries, Inc., a California corporation ("NSI-CA") and National Service Industries, Inc., a Delaware corporation ("Parent and together with NSI-CA each individually a "Guarantor" and collectively, "Guarantors"), each of the lenders that is signatory thereto from time to time (each together with each of their successors and permitted assigns, individually, a "Lender", and, collectively, the "Lenders"), and Existing Agent;

WHEREAS, the grantor shown on the signature pages hereto ("Grantor") and Existing Agent are parties to that certain Trademark Collateral Assignment and Security Agreement dated as of June 12, 2003 (as amended, supplemented or modified from time to time, the "Trademark Security Agreement") concerning the trademarks and trademark applications shown on Schedule 1 attached hereto, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 20, 2003 at Reel 002760, Frame 0254;

WHEREAS, contemporaneously herewith, Existing Agent, the Lenders, and the Borrowers and Guarantors are entering into that certain Resignation and Appointment of Agent Agreement (the "Transfer Agreement"), pursuant to which Existing Agent shall resign as "Agent" and the Lenders shall appoint Wells Fargo Foothill, Inc., a California corporation ("WFF"), as successor "Agent" ("Successor Agent");

WHEREAS, in connection with the resignation of Existing Agent and the purchase of the Loans by WFF, Grantor, WFF, and the Lenders have requested that Existing Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to Successor Agent; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined above).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Agent, for good and adequate consideration described in the Transfer Agreement and in connection with such Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the date hereof to Successor Agent, in its capacity as Agent, for the benefit of Lenders, all of the rights, title and interest of Existing Agent in, to and under the Trademark Security Agreement.

2. Further Assurances. Existing Agent, agrees to cooperate with Successor Agent and take all actions reasonably requested by Successor Agent in order to fully carry out the terms of this Assignment or to permit Successor Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Grantor shall pay all costs and expenses of Existing Agent, including the fees and expenses of counsel to the Existing Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to principles of conflicts of laws.

5. Counterparts, Etc. This Agreement or any of the other Financing Agreements may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement or any of the other Financing Agreements by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Financing Agreements. Any party delivering an executed counterpart of any such agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

EXISTING AGENT:

WACHOVIA BANK, NATIONAL ASSOCIATION
(as successor by merger to Congress Financial Corporation
(Southern)), in its capacity as Existing Agent

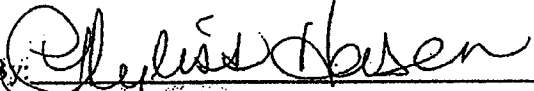
By: *[Signature]*
Name: *Alexandra Disalvatore*
Title: *Vice President*

SUCCESSOR AGENT:

WELLS FARGO FOOTHILL, INC.,

a California corporation,

in its capacity as Successor Agent

By: 

Name: Phylliss Hasen

Title: Senior Vice President

[SIGNATURE PAGES TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT - NSI]

GRANTOR:

NATIONAL SERVICE INDUSTRIES, INC.,
a California corporation

By: *Carol Ellis Morgan*
Name: **Carol Ellis Morgan**
Title: **President**

[SIGNATURE PAGES TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT - NSI]

Schedule 1
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Clean N. Simple (stylized)	2,190,546	09/22/1998	09/22/2008
Controls (stylized)	1,257,887	11/15/1983	11/15/2003
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	11/22/2003
National Dust Control Service	1,312,650	01/01/1985	01/01/2005
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 Service Industries, Inc.	821,385	12/27/1966	12/27/2006
National Uniform Service	1,039,873	05/18/1976	05/18/2006
AECO	1,827,460	03/22/1994	03/22/2004
AECO (and design)	1,015,270	07/08/1975	07/08/2005
ATENCO	1,840,521	06/21/1994	06/21/2004
ATENCO (and design)	1,173,158	10/13/1981	10/13/2011
Atlantic Envelope Company	12361	12/20/1993	12/20/2003
Atlantic Envelope Company	12345	12/01/1993	12/01/2003
Atlantic Envelope Company	R-27494	11/30/1993	11/30/2003
Atlantic Envelope Company	S-13815	11/30/1993	11/30/2003

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
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	04/16/2012
Formstor	1,338,303	05/28/1985	05/28/2005
Full Circle	2,482,966	08/28/2001	08/28/2011

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
National Linen Rx	76/291,621	07/27/2001
Prescription for Cost Control	76/291,411	07/27/2001
EZ-2-Seal	76/469,690	11/12/2002