

07-19-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/06)



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

103277711

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

7-17-06

1. Name of conveying party(ies):

Beeche Systems Corp.

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 28, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Safway Services, Inc.

Internal Address: _____

Address: _____

Street Address: N19 W24200 Riverwood Drive

City: Waukesha

State: WI

Country: USA Zip: 53188

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

3,083,505; 2,834,161; 2,712,976

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Quikdeck (3,083,505); EnAcSys (2,834,161); We help you rise above the rest (2,712,976)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Brian C. Cholewa

Internal Address: Suite 600

Street Address: One South Pinckney Street

City: Madison

State: WI Zip: 53701-2113

Phone Number: 608-251-5000

Fax Number: 608-251-9166

Email Address: tm-dept@quarles.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 17-0055

Authorized User Name Brian C. Cholewa

9. Signature:

Brian C. Cholewa

07/12/2006

Signature

Date

07/19/2006

DBYRNE

00000015 170055

3083505

Brian C. Cholewa

Name of Person Signing

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

5

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of June 28, 2006 (the "Effective Date"), by and between **BEECHE SYSTEMS CORP.**, a New York corporation, having a principal place of business located at 688 Wilbur Avenue, Easton, New York 12871 ("Assignor") and **SAFWAY SERVICES, INC.**, a Delaware corporation, having a principal place of business located at N19 W 24200 Riverwood Drive, Waukesha, Wisconsin 53188 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks described on Schedule A attached hereto (the "Marks"), and the goodwill of the business symbolized by the Marks;

WHEREAS, Assignee wishes to acquire the Marks and the goodwill of the business symbolized by the Marks; and

WHEREAS, this Assignment is made pursuant to the Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") by and between Assignor and Assignee pursuant to which Assignor sold to Assignee all of Assignor's rights and title to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, Assignor's entire right, title and interest in and to the following:

1. The Marks;
2. The goodwill of the business symbolized by the Marks;
3. Any and all rights to obtain renewals, extensions or reinstatements of any registrations of the Marks, as well as any applications for registration of the Marks; and
4. All rights of action, powers and benefits accrued by the Marks, including the right to sue for and collect damages and payments for past or future infringements of the Marks.

Assignor hereby authorizes Assignee to request the United States Patent and Trademark Office, or analogous entity or agents in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Marks and the goodwill of the business in connection with which the Marks are used and Assignor hereby consents to any such proper recording. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Marks and to otherwise effectuate the transactions contemplated by this Assignment.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when both parties have received a counterpart signed by the other party.

Signature pages follow

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Trademark Assignment to be executed by its duly authorized officer as of the date written below.

ASSIGNOR:

BEECHE SYSTEMS CORP.

By: John T. Hedbring
Name: John T. Hedbring
Title: Pres. & CEO

STATE OF New York)
)
COUNTY OF Saratoga)

On this 28th day of June, 2006, there appeared before me John T. Hedbring personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Beeche Systems Corp.

Cheryl S. McKinney
Notary Public, State of _____
My commission expires: _____

(SEAL)

CHERYL S. MCKINNEY
Notary Public, State of New York
Washington County
No. 01MC4707366
Commission Expires: June 30, 2006

ASSIGNEE:

SAFWAY SERVICES, INC.

By: *Robert Sukalich*
Print Name: ROBERT SUKALICH
Print Title: VP CFO

STATE OF Wisconsin)
)
COUNTY OF Waukesha)

On this 28 day of June, 2006, there appeared before me Robert Sukalich personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Safway Services, Inc.

Judith Lange
Notary Public, State of Wisconsin
My commission expires: 10-19-08

(SEAL)

Schedule AU.S. Trademark Registrations

<u>Mark</u>	<u>Trademark Office</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Category</u>
QUIKDECK		3,083,505	April 18, 2006	
EnAcSys		2,834,161	April 20, 2004	
WE HELP YOU RISE ABOUT THE REST		2,712,976	May 6, 2003	
BEECHE SYSTEMS & Design	75/512,300		July 1, 1998	Abandoned February 24, 2000
ENGINEERED ACCESS SYSTEMS	75/881,881		December 28, 1999	Abandoned February 6, 2001
PIVOT-U-INSTALL (not aware of any filing)				

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