



103294269

5-2204

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

1. Name of conveying party(ies):

Atlantic Envelope Company LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Georgia Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

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

Execution Date(s) 3/31/06

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: National Envelope - Specialties Group LLC

Internal

Address: _____

Street Address: 333 Earle Ovington Boulevard, Suite 1035

City: Uniondale

State: New York

Country: United States Zip: 11553

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship 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)

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

A. Trademark Application No.(s)

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Tracey D. Bennett

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford

State: Connecticut Zip: 06901

Phone Number: 203-961-7535

Fax Number: 203-674-7735

Email Address: traceybennett@paulhastings.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- ☐ 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 _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

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

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

Additional Conveying Party:

1. National Service Industries, Inc.
Corporation: California

Additional Receiving Party:

1. National Envelope – Houston LLC
Limited Liability Company: Delaware

333 Earle Ovington Boulevard, Suite 1035
Uniondale, New York 11553

**Schedule A
to Trademark Cover Sheet**

Trademark Registrations:

1,827,460	1,015,270	1,173,158
1,853,637	2,666,752	2,669,457
1,156,345	2,394,234	2,562,160
3,033,425	2,482,966	2,842,711

Trademark Applications:

None.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment") is made as of March 31, 2006, by and among Atlantic Envelope Company LLC, a Georgia limited liability company ("AECO"), National Service Industries, Inc., a California Corporation ("NSI") (AECO and NSI being collectively referred to as "Assignor"), National Envelope-Specialties Group LLC, a Delaware limited liability company ("NE-SG") and National Envelope-Houston LLC, a Delaware limited liability company ("NE-H") and NE-SG being collectively referred to as "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated March 31, 2006 (the "Purchase Agreement"), pursuant to which Assignee is to acquire certain intellectual property assets and associated goodwill of Assignor as described in the Purchase Agreement;

WHEREAS, Assignor owns the patent applications identified on Schedule A attached hereto, including the improvements and inventions disclosed therein (the "Patent Applications"), which it desires to assign to Assignee;

WHEREAS, Assignor owns (i) certain trademarks, including the trademark registrations identified on Schedule B attached hereto, (the "Trademarks"), and (ii) the good will of the business in connection with which the Trademarks are used as intended to be used and which is associated with and symbolized by the Trademarks, both of which it desires to assign to Assignee;

WHEREAS, Assignor owns a certain original work of authorship, including the copyright registration identified on Schedule C attached hereto (the "Copyright"), which it desires to assign to Assignee;

WHEREAS, Assignee desires to accept from Assignor such assignment of the Patent Applications, the Trademarks, including the goodwill thereof, and the Copyright.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Assignment and other good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Patent Applications. Assignor assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Patent Applications, including the provisional rights therein, in and to the improvements and inventions disclosed in said Patent Applications throughout the world, in and to any U.S. or foreign application or applications corresponding to said Patent Applications or claiming said improvements and inventions, in whole or in part, and in and to all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part, and extensions thereof, including without limitation the right to file applications and to obtain patents, utility models, industrial models, and designs for said improvements and inventions in its own name throughout the world, all rights of priority under the terms of any applicable conventions,

treaties, statutes, or regulations, all rights to publish cautionary notices reserving ownership of said inventions, all rights to register said inventions in appropriate registries, and all rights to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances. Assignor authorizes and requests the Commissioner for Patents to issue all patents on said Patent Applications in the United States of America to said Assignee, as assignee of the entire interest.

Assignor agrees that it will communicate to Assignee or its representatives any facts known to it respecting said improvements and inventions, and, at Assignee's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, and other applications, make all assignments and rightful oaths, and generally do everything reasonably possible to aid said Assignee, its successors, assigns, and nominees to obtain proper protection for said improvements and inventions in all countries, and asserts that it will not execute any agreements inconsistent therewith.

2. Assignment of Trademarks. Assignor assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Trademarks, including all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and including without limitation Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances. Assignor agrees that it will execute and deliver to Assignee any documents necessary to complete the timely transfer of the Trademarks to Assignee.

3. Assignment of Copyright. Assignor assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives all of Assignor's right, title, and interest in and to the Copyright, including without limitation the original work of authorship therein, the right to seek and hold registrations of the claim of copyright in any jurisdiction, and Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing under the laws of any jurisdiction worldwide, free and clear of all liens, claims, security interests, and other encumbrances.

Assignor hereby waives any claim available to Assignor under any theory of natural or moral rights or any right of attribution under the copyright law of any jurisdiction with respect to the Copyright, to the extent such waiver is recognizable under the law of such jurisdiction.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York.


5. Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding on the successors and assigns of both parties.

[signatures on next page]

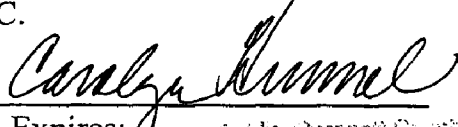
Executed this 31 day of March, 2006.

ATLANTIC ENVELOPE COMPANY LLC


By: 
Name: David Nicholas Spriggs, II
Title: Executive Vice President
Address: _____

STATE OF GEORGIA
COUNTY OF FULTON

On this 31 day of March 2006, before me, a Notary Public in and for the State and County
foresaid, personally appeared David Nicholas Spriggs, II, known by me to be the person
above named and an officer of ATLANTIC ENVELOPE COMPANY LLC, who is duly
authorized to execute this Assignment on behalf of ATLANTIC ENVELOPE COMPANY LLC
and who signed and executed the foregoing instrument on behalf of ATLANTIC ENVELOPE
COMPANY LLC.

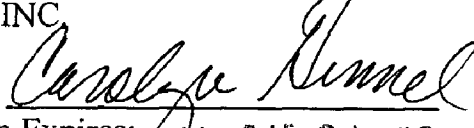
Notary Public: 
My Commission Expires: Notary Public, Gwinnett County, Georgia
My Commission Expires Aug. 9, 2008

NATIONAL SERVICE INDUSTRIES, INC.

By: 
Name: David Nicholas Spriggs, II
Title: Executive Vice President
Address: _____

STATE OF GEORGIA
COUNTY OF FULTON

On this 31 day of March 2006, before me, a Notary Public in and for the State and County
foresaid, personally appeared David Nicholas Spriggs, II, known by me to be the person
above named and an officer of NATIONAL SERVICE INDUSTRIES, INC., who is duly
authorized to execute this Assignment on behalf of NATIONAL SERVICE INDUSTRIES, INC.
and who signed and executed the foregoing instrument on behalf of NATIONAL SERVICE
INDUSTRIES, INC.

Notary Public: 
My Commission Expires: Notary Public, Gwinnett County, Georgia
My Commission Expires Aug. 9, 2008

Schedule A

Patent Applications

Title	Country	Application Number	Application Filing Date
Side Seam Gumming Detection	U.S.	60/596,325	9/16/2005
Seal Gum Thickness Measurement	U.S.	60/596,326	9/16/2005

Schedule B**Trademarks**

Trademark	Reg. No.	Jurisdiction
AECO	1,827,460	United States
AECO & Design	1,015,270	United States
ATENCO & Design	1,173,158	United States
ATLANTIC ENVELOPE COMPANY	1,853,637	United States
BOXPAK	2,666,752	United States
BOXPAK & Design	2,669,457	United States
E-Z TRIEVE	1,156,345	United States
EASY WRAP	2,394,234	United States
EASY WRAP & Design	2,562,160	United States
FLEXOBLE	3,033,425	United States
FULL CIRCLE	2,482,966	United States
JUST ADD COLOR	2,842,711	United States
ATLANTIC ENVELOPE COMPANY	12,345	New Jersey
ATLANTIC ENVELOPE COMPANY	12,361	New Jersey
ATLANTIC ENVELOPE COMPANY	R-27,494	New York
ATLANTIC ENVELOPE COMPANY	S-13,815	New York
ATLANTIC ENVELOPE COMPANY	53,939	Texas
ATLANTIC ENVELOPE COMPANY	53,940	Texas

Schedule C

Copyright

Title	Country	Registration Number	Registration Date
Web 2 Plate Software	U.S.	TXu1-250-974	6/10/2005