

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Twin Cities Habitat for Humanity, Inc.		10/16/2007	Non-profit Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Habitat for Humanity International, Inc.		
<b>Street Address:</b>	121 Habitat Street		
<b>City:</b>	Americus		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31709-3498		
<b>Entity Type:</b>	Non-profit Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3098859	A BRUSH WITH KINDNESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)806-6006		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-806-5400		
<b>Email:</b>	afisher@stroock.com		
<b>Correspondent Name:</b>	Laura Goldbard George		
<b>Address Line 1:</b>	180 Maiden Lane		
<b>Address Line 2:</b>	Stroock & Stroock & Lavan LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10038-4982		
<b>ATTORNEY DOCKET NUMBER:</b>	900001/452		
<b>NAME OF SUBMITTER:</b>	Laura Goldbard George		
<b>Signature:</b>	/laura goldbard george/		

CH 3098859 \$40.00

Date:

11/06/2007

**Total Attachments: 5**

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## ASSIGNMENT OF SERVICEMARK

WHEREAS, Twin Cities Habitat for Humanity, Inc., a Minnesota non-profit corporation, located and doing business at 3001 Fourth Street SE, Minneapolis, Minnesota, 55414 ("Assignor"), is the owner of the servicemark and the record owner of the servicemark registration and application set forth in the Schedule of Servicemark annexed hereto and made a part hereof, (collectively, the "Servicemark"); and

WHEREAS, Habitat for Humanity International, Inc., United States non-profit corporation organized under the laws of the State of Georgia, with a place of business at 121 Habitat Street, Americus, Georgia, 31709-3498 ("Assignee"), is desirous of acquiring all of the rights, title and interest of Assignor in and to the Servicemark, together with the goodwill of the business associated with the Servicemark, and the portion of the business in connection with any intent-to-use Servicemark applications; and

NOW THEREFORE, pursuant to a Servicemark Assignment Agreement dated as of October 1, 2007, contemporaneously executed by and between Assignee and Assignor, and in consideration of good and valuable consideration paid by Assignee to Assignor, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby sells, transfers, and assigns to Assignee, the entire right, title and interest in and to the Servicemark, together with the goodwill of the business associated with the Servicemark, all Servicemark registrations and applications therefor, and the portion of the business in connection with any intent-to-use Servicemark applications; and

Assignor, does also hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, all claims for damages by reason of past infringement of the Servicemark, the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; and

Assignor, further authorizes the Commissioner of Patents and Trademarks of the United States and any official of any state or country foreign to the United States, whose duty it is to record Servicemark registrations, applications and title thereto, to record the Servicemark and title thereto as the property of the Assignee, its successors, legal representatives, and assigns in accordance with the terms of this instrument; and

Assignor, further agrees to execute such additional documents as may be required in the United States and in states and countries foreign to the United States, to record Assignee as owner of the Servicemark and registrations and applications herein assigned; and

Assignor hereby irrevocably grants to the Assignee a power of attorney, to act as the Assignor's attorney-in-fact, with full authority in the name, place and stead of the Assignor, from time to time in the Assignee's discretion, to take any action and to execute any instrument that the Assignee may reasonably deem necessary or advisable to accomplish the purposes of this Assignment of Servicemark and to record Assignee as owner of the Servicemark herein assigned; and

Assignor also represents and warrants that it has the unqualified right and power to enter into this Agreement and perform its terms; that it is the sole and exclusive owner of the entire right, title and interest in and to, free and clear of any liens, charges and encumbrances, of the Servicemark, that the Servicemark are valid, enforceable, and in good standing, that no claim has been made that the use of any of the Servicemark does or may violate the rights of any third person, that the Servicemark have not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction, nor has any holding, decision or judgment been rendered by any Governmental Authority which would limit or cancel the validity, registrability or enforceability of any of the Servicemark, that no action or proceeding is pending seeking to limit, or cancel the validity of any of the Servicemark, and Assignor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Servicemark.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this instrument effective as of the 1st day of October, 2007.

Assignor:  
TWIN CITIES HABITAT FOR HUMANITY, INC.

By: Susan Hays

Title: President

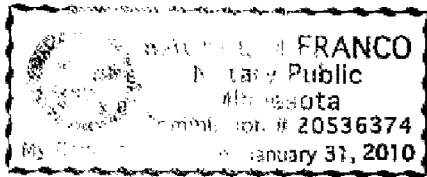
Date: 10/14/07

STATE OF MINNESOTA )

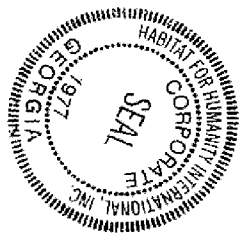
: ss.:

COUNTY OF HENNEPIN )

On the 14 day of OCTOBER, 2007, before me personally came Assignor's representative, to me known, who being by me duly sworn, did depose and say that he holds the office of President of the Assignor described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said company.



Paul J. Franco  
Notary Public



Assignee:  
HABITAT FOR HUMANITY INTERNATIONAL,  
INC.

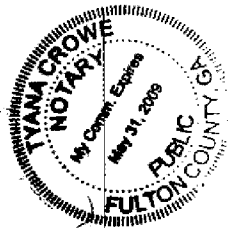
By: *Samon Li*

Title: *Assistant Secretary*

Date: *October 9, 2007*

STATE OF GEORGIA)  
: ss.:  
COUNTY OF FULTON)

On the *9* day of *October*, 2007, before me personally came Assignee's representative, to me known, who being by me duly sworn, did depose and say that he holds the office of *Assistant Secretary* of the Assignee described in and which executed the foregoing instrument, and that he was duly authorized to execute this Assignment on behalf of said company.



*Tyana Crowe*  
Notary Public

**SCHEDULE OF SERVICEMARK**

**"A BRUSH WITH KINDNESS"**  
U.S. Registration No. 3,098,859