

**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>
Next Steps Franchise Development, LLC	FORMERLY Protect Painters Development, LLC	01/15/2009	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Protect Painters International, LLC		
<b>Street Address:</b>	3948 Ranchero Drive		
<b>City:</b>	Ann Arbor		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48108		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2072765	PROTECT PAINTERS	
Registration Number:	2569955	PROTECT PAINTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)641-5120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	248-641-7000		
<b>Email:</b>	atf@uferspan.com		
<b>Correspondent Name:</b>	Adam T. Frost, Esq.		
<b>Address Line 1:</b>	5440 Corporate Drive		
<b>Address Line 2:</b>	Suite 250		
<b>Address Line 4:</b>	Troy, MICHIGAN 48098		
<b>NAME OF SUBMITTER:</b>	Adam T. Frost		
<b>Signature:</b>	/Adam T. Frost/		
<b>Date:</b>	02/02/2009		

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Total Attachments: 2  
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**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made as of the 15<sup>th</sup> day of January, 2009, by NEXT STEPS FRANCHISE DEVELOPMENT, LLC, a Massachusetts limited liability company formally known as Protect Painters Development, LLC ("Seller"), to and for the benefit of PROTECT PAINTERS INTERNATIONAL, L.L.C., a Michigan limited liability company ("Buyer").

**WHEREAS**, Seller is the owner of the trademark registrations identified and set forth on the attached Schedule A (the "Trademarks") and the goodwill associated with the Trademarks; and

**WHEREAS**, certain assets of Seller are being acquired by Buyer pursuant to that certain Asset Purchase Agreement dated as of today's date (the "Purchase Agreement");

**WHEREAS**, Seller desires to assign to Buyer, and Buyer desires to obtain from Seller, the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, Seller agrees in favor of Buyer as follows:

A. Seller hereby sells, assigns and transfers, together with the goodwill associated with the Trademarks, to Buyer, free and clear, all of Seller's right, title and interest in and to the Trademarks, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States of America, Canada and all foreign countries, for the use and enjoyment of Buyer and its successors and assigns.

B. Seller authorizes and requests the U.S. Patent and Trademark Office and any similar Canadian government authority to record Buyer as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer and its successors and assigns.

C. Seller shall provide to Buyer cooperation and assistance in connection with the implementation, perfection and/or recording of this Assignment.

This Assignment is executed as of the date first above written.

NEXT STEPS FRANCHISE DEVELOPMENT,  
LLC

By: Wayne A. Scherger  
Wayne A. Scherger

Its: Authorized Representative

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**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>Registration/Application No.</b>	<b>Country</b>
PROTECT PAINTERS	2,072,765	USA
PROTECT PAINTERS plus design	2,569,955	USA
PROTECT PAINTERS	1,363,106	Canada
PROTECT PAINTERS plus design	1,363,108	Canada

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