

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NSI Enterprises, Inc.		08/31/2001	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	L & C Spinco, Inc.		
Street Address:	1420 Peachtree Street, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2330935	ACRALUME	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3372		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	brook@kilpatrickstockton.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	N0027/333402		
NAME OF SUBMITTER:	Michael W. Rafter		
Signature:	/mwr/		
Date:	04/21/2009		

OP \$40.00 2330935

Total Attachments: 9

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**GENERAL CONVEYANCE, BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

THIS GENERAL CONVEYANCE, BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of the 31st day of August, 2001 (the "Effective Date"), is made and entered into by and between **NATIONAL SERVICE INDUSTRIES, INC.** (formerly known as NSI Enterprises, Inc.), a California corporation ("NSI"), and **L & C SPINCO, INC.**, a Delaware corporation ("SpinCo").

W • I • T • N • E • S • S • E • T • H :

WHEREAS, the Board of Directors of National Service Industries, Inc., a Delaware corporation ("Parent"), has authorized preparation for the tax-free spin-off of all of the business, assets and liabilities of its lighting equipment and chemicals businesses;

WHEREAS, as part of such preparation, Parent and NSI are undergoing a corporate restructuring to consolidate the businesses, assets and liabilities of the lighting equipment and chemicals businesses into SpinCo and its Subsidiaries;

WHEREAS, to effectuate such consolidation, NSI and SpinCo are entering into this Agreement to transfer the business, assets and liabilities of the lighting equipment and chemicals businesses that are owned by NSI, along with portions of the corporate assets and liabilities of NSI, to SpinCo, as described herein; and

WHEREAS, NSI and SpinCo intend that the transaction evidenced by this Agreement will qualify for nonrecognition of gain pursuant to Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein shall have the following meanings:

(A) "Included Assets" shall mean the following, exclusive of the Excluded Assets:

- (1) the capital stock of, and membership interests in, the entities listed on Exhibit 1(A)(1) attached hereto;
- (2) all of the Assets of the SpinCo Business that are owned by NSI as of the Effective Date, as reflected on the books and records

of NSI as of the Effective Date, including, without limitation, (a) the Assets reflected on the SpinCo Balance Sheet or the accounting records supporting the SpinCo Balance Sheet; (b) the Contracts listed on Exhibit 1(A)(2)(b) attached hereto; and (c) the intellectual property listed on Exhibit 1(A)(2)(c) attached hereto;

(3) all of the Assets of NSI that are expressly allocated to SpinCo or any of the SpinCo Subsidiaries under the Distribution Agreement or any Ancillary Agreements that are owned by NSI as of the Effective Date; and

(4) the Assets of NSI used in or relating to its corporate operations that are listed on Exhibit 1(A)(4) attached hereto.

(B) "Included Liabilities" shall mean the following, exclusive of the Excluded Liabilities:

(1) all Liabilities (other than Taxes and any employee-related Liabilities which are specifically covered by the Tax Disaffiliation Agreement and the Employee Benefits Agreement, respectively), of NSI primarily relating to, arising out of or resulting from:

(i) the operation of the SpinCo Business, as conducted at any time prior to, on or after the Effective Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any Representatives with respect to the SpinCo Business (whether or not such act or failure to act is or was within such Person's authority));

(ii) all Included Assets, whether arising before, on or after the Effective Date; and

(iii) all Liabilities of the SpinCo Business, as reflected on the books and records of NSI as of the Effective Date, including, without limitation, the Liabilities reflected or identified on the SpinCo Balance Sheet or the accounting records supporting the SpinCo Balance Sheet; and

(iv) all Liabilities set forth on Exhibit 1(B)(2) attached hereto;

(2) all Liabilities of NSI that are expressly contemplated by the

Distribution Agreement or any Ancillary Agreement as Liabilities to be assumed by SpinCo or any member of the SpinCo Group; and

(3) all Liabilities of NSI in respect of any litigation or similar proceeding relating solely to the SpinCo Business that are pending as of the Effective Date, including, without limitation, matters listed on Exhibit 1(B)(3) attached hereto.

(C) "Excluded Assets" shall mean any Assets expressly contemplated by the Distribution Agreement or any Ancillary Agreement as Assets to be retained by Parent or any member of the Parent Group, and any Assets listed on Exhibit 1(C) attached hereto.

(D) "Excluded Liabilities" shall mean any Parent Liabilities, including, without limitation, any Liabilities in respect of any litigation or similar proceeding relating to the Parent Business, and the Liabilities listed on Exhibit 1(D) attached hereto.

(E) "Owned Real Property" shall mean the real property and all rights and appurtenances thereto that are owned by NSI and listed on Exhibit 1(E) attached hereto.

(F) "SpinCo Balance Sheet" shall mean the consolidated balance sheet of SpinCo, including the notes thereto, attached hereto as Exhibit 1(F).

(G) "SpinCo Business" shall mean all of the domestic and foreign lighting equipment and chemicals businesses of NSI on or before the Effective Date, including, without limitation, the businesses listed on Exhibit 1(G) attached hereto.

(H) "Distribution Agreement" shall mean the Agreement and Plan of Distribution expected to be executed among Parent, NSI and SpinCo substantially in the form attached hereto as Exhibit 1(H) (such form of Agreement and Plan of Distribution being referred to sometimes as the "Form Distribution Agreement", and such Agreement and Plan of Distribution, as finally executed, being referred to sometimes as the "Final Distribution Agreement").

(I) All other capitalized terms used herein shall have the meanings ascribed to them in the Distribution Agreement.

2. **Conveyance of Included Assets.** NSI hereby conveys, assigns, transfers, and delivers to SpinCo all of the Included Assets TO HAVE AND TO HOLD all and singular the Included Assets hereby conveyed, assigned, transferred, and delivered or intended so to be unto SpinCo, its successors and assigns, to and for its and their own use forever, together with all and singular the properties, assets, members, and appurtenances thereunder belonging or in anywise incident or appertaining thereto. SpinCo accepts the Included Assets transferred hereby.

3. **Conveyance of Owned Real Property.** NSI is transferring to SpinCo all of NSI's right, title, and interest in and to the Owned Real Property by executing, as of the Effective Date, a limited warranty or quitclaim deed (as mutually determined by NSI and SpinCo) in recordable form for each parcel of Owned Real Property.

4. **Assumption of Included Liabilities.** SpinCo hereby assumes and agrees to perform and fully discharge all of NSI's obligations and duties under the Included Liabilities that are being assigned, transferred and conveyed to SpinCo hereunder. Except for the foregoing, SpinCo is not assuming any Liabilities of NSI of any kind or nature whatsoever, including, without limitation, any Excluded Liabilities.

5. **Consents.** This Agreement shall not constitute an assignment of any Contract if the attempted assignment of the same without the consent of the other party thereto would constitute a breach thereof or in any way adversely affect the rights of NSI thereunder such that SpinCo would not in fact receive all such rights. Until such consent has been obtained as contemplated by the Distribution Agreement, to the maximum extent permitted by law and such Contract, SpinCo shall act as agent for NSI in order to obtain for SpinCo the full benefits thereunder. Nothing in this Section 5, however, shall be read in derogation of the parties' obligations to undertake commercially reasonable efforts to obtain any such consents in accordance with Section 2.1(f) of the Distribution Agreement.

6. **Acknowledgment of Contributions.** NSI and SpinCo intend that the conveyance of the Included Assets and the Owned Real Property to SpinCo hereunder or pursuant hereto shall qualify as transactions described in Section 351 of the Internal Revenue Code of 1986, as amended.

7. **Indemnification.** SpinCo shall indemnify, defend and hold harmless NSI as and to the extent set forth in Article III of the Distribution Agreement.

8. **Dispute Resolution.** Any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Agreement or otherwise arising out of, or in any way related to this Agreement or the transactions contemplated hereby shall be governed by and resolved in accordance with the provisions contained in Article V of the Distribution

Agreement.

9. Warranties. With the exception of any warranties given by NSI in the deeds delivered pursuant to Section 3 hereof, all conveyances, assignments, transfers, and deliveries being made hereunder shall be made without representation or warranty of any kind (including, without limitation, any representation or warranty of title) and are conveyed, assigned, transferred, and delivered "AS IS". NSI expressly disclaims any warranties of condition, merchantability, or fitness for a particular purpose. This Agreement is made, however, with full rights of substitution and subrogation of NSI in and to all covenants, warranties, and other rights of indemnification by others heretofore given or made with respect to the Included Assets and the Owned Real Property.

10. Further Assurances. From time to time after the Effective Date, and without any further consideration, NSI and SpinCo each shall execute and deliver such instruments of conveyance, assignment, transfer, delivery, and assumption, and take such other action, as the other party may reasonably request, in order more effectively to effect the intention of the parties expressed in this Agreement.

11. Update. In the event of any changes in the definitions or provisions contained in the Final Distribution Agreement from those contained in the Form Distribution Agreement, the parties agree to update the definitions and provisions of this Agreement, by means of a written amendment thereto, in order more effectively to effect the intention of the parties expressed in this Agreement.

12. Effective Time. The transactions described in this Agreement shall be effective as of 10:00 p.m. (eastern time) on the Effective Date.

13. General.

(A) **Exhibits.** The Exhibits described above are attached hereto, and the contents of such Exhibits are hereby incorporated by reference as if fully set forth herein.

(B) **Headings.** All paragraph or section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof.

(C) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(D) **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

(E) Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

(F) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date and year first written above.

NATIONAL SERVICE INDUSTRIES,
INC., a California corporation

By: 

Brock A. Hattox
Executive Vice President and Chief
Financial Officer

L & C SPINCO, INC., a Delaware
corporation

By: 

Kenyon W. Murphy,
Senior Vice President and General
Counsel

**EXHIBIT 1(A)(2)(c) TO
GENERAL CONVEYANCE, BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT
INCLUDED ASSETS - INTELLECTUAL PROPERTY**

The intellectual property listed on (a) the Master Schedule of Intellectual Property (Registered or Application Pending) - Lighting and (b) the Master Schedule of Intellectual Property (Registered or Application Pending) - Chemicals, both as of August 31, 2001, copies of which will be maintained in the SpinCo Legal Department.

EXHIBIT 1(A)(2)(c)

Jurisdiction	Mark	Application No.	Registration No.
United States	ACRALUME	75/486,312	2,330,935