

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Efficient Attic Systems, L.P.		09/30/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	EAS Residential Services, LLC		
Street Address:	6363 Forest park Road		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75235		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2831505	THE ENERGY EFFICIENT ATTIC	
Registration Number:	2862248	EAS EFFICIENT ATTIC SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(703)236-4501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-236-4500		
Email:	tm-dc@cantorcolburn.com		
Correspondent Name:	P. Jay Hines		
Address Line 1:	1800 Diagonal Road		
Address Line 2:	Suite 510		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	ARS077TUS		
NAME OF SUBMITTER:	P. Jay Hines		
Signature:	/pjh/		

OP \$65.00 2831505

TRADEMARK

Date:

03/12/2010

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made as of this 30th day of September, 2009, by Efficient Attic Systems, L.P., a Texas limited partnership (the "Assignor"), in favor of EAS Residential Services, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS Assignor is the owner of the trademark registrations and applications listed on Schedule I attached hereto for the goods and/or services identified therein (the "Marks");

WHEREAS Assignee desires to acquire the Marks and any and all goodwill associated with the Marks;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (as the same may be amended from time to time, the "Asset Purchase Agreement"), by and among Assignor, Assignee, Icarus Investments, Inc., Efficient Attic Systems GP, Inc., Michael A. Ruff and ARS Investment Holdings, LLC, Assignor has agreed to assign all right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee, upon the terms and subject to the conditions set forth hereinafter and in the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement; and

WHEREAS, the execution and delivery of this Trademark Assignment by Assignor are to be effected at the Closing in accordance with the terms of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed:

1. Assignment. Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to each of the Marks, along with the following:

- a. the goodwill of the Business symbolized by and associated with the Marks;
- b. that portion of Assignor's Business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
- c. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

2. Governing Law. This Trademark Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the

State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

3. Counterparts. This Trademark Assignment may be executed in any number of counterparts, which together shall constitute one single agreement of the parties hereto.

4. Amendment or Waiver. This Trademark Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.


[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date and year first above written

ASSIGNOR:

EFFICIENT ATTIC SYSTEMS, L.P.

By: EFFICIENT ATTIC SYSTEMS GP, INC.,
its general partner

By: 
Name: *Michael A. Ruff*
Title: *President*

ACKNOWLEDGED AND AGREED

ASSIGNEE:

EAS RESIDENTIAL SERVICES, LLC

By: _____

Name:

Title:

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date and year first above written

ASSIGNOR:

EFFICIENT ATTIC SYSTEMS, L.P.

By: EFFICIENT ATTIC SYSTEMS GP, INC.,
its general partner

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED

ASSIGNEE:

EAS RESIDENTIAL SERVICES, LLC

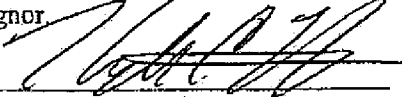
By: David M. Slott
Name: David M. Slott
Title: President

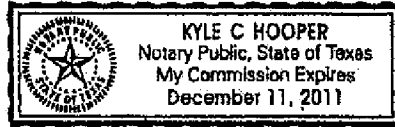
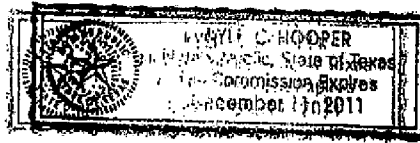
[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 004166 FRAME: 0347

TEXAS
STATE OF NEW YORK)
DALLAS : ss.:
COUNTY OF NEW YORK)

On this 30th day of September, 2009 before me personally came Michael A. Ruff, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that (he) [he/she] is the President of Assignor; (he) [he/she] signed the instrument in the name of Assignor; and (he) [he/she] had the authority to sign the instrument on behalf of Assignor.


Notary Public



[Signature page to Trademark Assignment Agreement]

SCHEDULE I

MARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
EAS Efficient Attic Systems	76513466	May 12, 2003	2862248	July 13, 2004
The Energy Efficient Attic	76479307	December 31, 2002	2831505	April 13, 2004
EAS Efficient Attic Systems (Arizona)	52622	April 1, 2008		