

TO: RSS & ASSOCIATES LLC COMPANY: 1908 NORWOOD ROAD

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

09/28/2010  
 900172510

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TMG Development Inc		08/31/2008	CORPORATION: NJ

**RECEIVING PARTY DATA**

<b>Name:</b>	RSS & Associates LLC
<b>Street Address:</b>	1908 Norwood Road
<b>City:</b>	Petersburg
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37144
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TENNESSEE


**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3510640	THE GREAT AMERICAN ROOFING COMPANY
Registration Number:	3377467	DR. ROOF CLEAN

**CORRESPONDENCE DATA**

Fax Number: (866)292-4208  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 512-789-8700  
 Email: bruce\_rssystema@abcglobal.net  
 Correspondent Name: RSS & Associates LLC  
 Address Line 1: 1908 Norwood Road  
 Address Line 4: Petersburg, TENNESSEE 37144

<b>NAME OF SUBMITTER:</b>	Bruce Pollock
<b>Signature:</b>	/Bruce Pollock/ 
<b>Date:</b>	09/28/2010

Total Attachments: 10

CP 185 00 3510640

RECEIVED 08/28/2009 14:06 0000000000

ZERO WASTE USA

FROM : LDowning

PHONE NO. : 6157934814

Aug. 28 2009 12:39PM P3

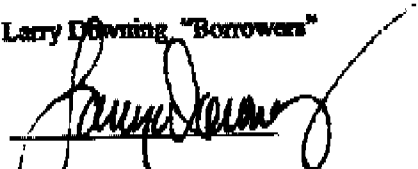
13) Other. This Agreement shall be fairly interpreted without regard to any principle of construction against the drafting party and is legally binding upon the parties, their representatives, successors and assigns. If any part of this Agreement is found to be not enforceable by law, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part(s) initial intentions were interpreted to an extent that is enforceable by law. By signing below the parties acknowledge they have authority to, and are authorized by the entities they represent to, enter into this Agreement and execute the subsequent documents needed to complete the transaction(s) herein described. Legal remedy for breach of this Agreement shall be governed by the laws of New Jersey, County of Camden. The prevailing party shall be entitled to reasonable attorney's fees and costs of suit. A faxed signature shall have the same legal effect as an original and shall be deemed an original document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the 31st day of August 2009.

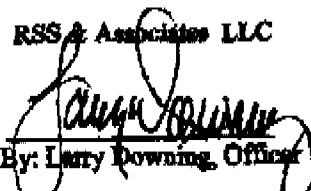
TMG DEVELOPMENT INC  
"Lender"

  
Anthony B. Gilas  
President

Larry Downing, "Borrowers"

  
BY: Larry Downing, Individual  
GUARANTOR

RSS & Associates LLC

  
By: Larry Downing, Officer

Buyer Initials 

Confidential  
21

Seller Initials 

21. Expenses. Each party shall bear its own legal and other expenses in connection with the negotiation, documentation and closing of the Transaction, whether or not the Closing occurs.

22. Other. This Agreement shall be fairly interpreted without regard to any principal of construction against the drafting party and is legally binding upon the parties, their representatives, successors and assigns. If any part of this Agreement is found to be not enforceable by law, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part(s) initial intentions were interpreted to an extent that is enforceable by law. By signing below the parties acknowledge they have authority to, and are authorized by the entities they represent to, enter into this Agreement and execute the subsequent documents needed to complete the transaction(s) herein described. Legal remedy for breach of this Agreement shall be governed by the laws of New Jersey, County of Camden. The prevailing party shall be entitled to reasonable attorney's fees and costs of suit. A facsimile signature shall have the same legal effect as an original and shall be deemed an original document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

23. Review. The Buyer and Seller both hereby agree that they have been provided with all the financial documents and materials and all access required to understanding and reviewing this transaction, including all existing Franchise and License Agreements and Addendums and the Business and the Assets contemplated herein and have had time to review these materials and this Agreement freely with their respective attorneys, accountants, advisors, investors and any and all interested parties to the Agreement.

BUYER:  
RSS & Associates LLC and LARRY DOWNING Inc

Larry Downing  
Individually

By:   
Name: Larry Downing  
Confidential  
Date: August 31, 2008

Seller Initials ADG

RECEIVED 08/28/2009 14:06 8568990928

ZERO WASTE MAIL

FROM : LDowning

PHONE NO. : 6157934814

Aug. 28 2009 12:35PM PZ

6) **IT IS UNDERSTOOD AND AGREED** that the Company is an escrow holder only, and is merely responsible for the safekeeping of the fund, and shall not be required to determine questions of fact or law. It is further understood and agreed that no interest will be paid on the fund held by the Company.

7) *In the event any questions arise regarding the disbursement of said escrow fund and this company is obliged to institute any court proceeding or defend any legal action, any court costs or counsel fees necessarily expended shall be charged to the parties equally. In addition, it is understood and agreed that in the event of a dispute, the Company shall have the absolute right to transfer the fund to the Court and allow the Court to determine the proper disposition of the fund. In the alternative this Company may take no action thereby allowing the parties hereto to institute a lawsuit in order to produce a Court Order directing the release of the Escrow.*

8) **THIS ESCROW AGREEMENT MAY BE SIGNED IN SEPARATE PART BY EACH PARTY TO EXPEDITE SAID TRANSACTION and Facsimile or Electronic copy shall be deemed ORIGINAL.**

9) **I UNDERSTAND AND AGREE TO THE TERMS OF THIS ESCROW AGREEMENT.**

Date: August 31, 2009

SELLER:

*[Signature]*  
Anthony D. Gill, President

BUYER:

*[Signature]*  
Larry Downing, President

Buyer Initials *[Signature]*

Confidential  
23

Seller Initials *[Signature]*

21. ~~Expenses.~~ Each party shall bear its own legal and other expenses in connection with the negotiation, documentation and closing of the Transaction, whether or not the Closing occurs.

22. ~~Other.~~ This Agreement shall be fairly interpreted without regard to any principal of construction against the drafting party and is legally binding upon the parties, their representatives, successors and assigns. If any part of this Agreement is found to be not enforceable by law, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part(s) initial intention were interpreted to an extent that is enforceable by law. By signing below the parties acknowledge they have authority to, and are authorized by the entities they represent to, enter into this Agreement and execute the subsequent documents needed to complete the transaction(s) herein described. Legal remedy for breach of this Agreement shall be governed by the laws of New Jersey, County of Camden. The prevailing party shall be entitled to reasonable attorney's fees and costs of suit. A facsimile signature shall have the same legal effect as an original and shall be deemed an original document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

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BUYER:  
RSS & Associates LLC and LARRY  
DOWNING Inc

Larry Downing  
Individual

By:   
Name: Larry Downing  
Buyer: Larry Downing  
Date: August 31, 2009

Confidential  
12

Seller Initials ADG

FROM : L.Downing

PHONE NO. : 615-7454814

Tue, 31 2010 11:16AM EST

**LOAN NOTE**

For value received pursuant to the Asset Purchase Agreement between Larry Downing and RSS & Associates LLC, and TMG Development Inc. (the Lender), both RSS& Associates LLC and Larry Downing (The "Borrowers") promise to pay to the sum of \$360,500 (Three Hundred Sixty Thousand Five Hundred Dollars) to the Lender according to the terms of this Note and the Borrowers and the Lender further understand and agree that:

1) Repayment: Repayment shall be made in sixty (60) monthly installments, consisting of \$6008.00 per installment. The installments will commence on November 1, 2009. The Borrowers may, and without penalty, repay all or any part of the principal balance at any time. The principal shall be \$360,500.

2) Pursuant to the Asset Sale Agreement between Lender and Borrowers, if the total of 20% of Gross Territory Receipts of the Business exceeds \$6008 in any month, then the repayment for that month shall be 20% of the Gross Territory Receipts and from that 20% Gross Territory Receipts amount the payment shall be applied as follows: \$6008 to the current monthly payment due and the excess of 20% of the Gross Territory Receipts over the amount of \$5208, shall be applied to the principal balance.

3. Default. The Borrowers Shall be in "preliminary default" of the Note if any monthly payment is received by Seller on or after the fifth (5<sup>th</sup>) day of the month due.

- a) Once a preliminary default occurs Lender shall mail a letter stating such to Borrowers' last known address, by certified mail (return receipt requested), and
- b) Borrowers shall have five business days from the preliminary default date to cure said preliminary default, by paying the late payment in full with a penalty of \$250, and
- c) in the event Borrowers do not cure said preliminary default within 5 days, the Note shall be in "Default", and
- d) upon Default Lender may begin to foreclose on the assets pledged as collateral with the absolute minimum efforts legally allowed on Lender part in the event Borrowers miss any payment.
- e) In the event of Default, the entire unpaid balance of this Loan Note, shall be immediately due and payable and
- f) the Lender Non Compete Agreement section of the Asset Purchase Agreement shall forever be voided. For clarity, in the event of Default, the Lender shall be able to act as if the Non-Compete Agreement never existed even if Borrowers then resumes, and Lender accepts, payments.

4) Escrow: The Trademark Assignment TGARC per the Asset Sale Agreement between Lender and Borrowers shall be held in escrow until either the Borrower has exercised the Buy Out option of \$150,000 by Dec 31, 2009 OR the Borrower makes loan payments totaling \$200,000 at which time the Escrow shall be released to the Borrower.

- a) If the Borrowers Default on the Note, then the Trademark Assignment TGARC will be released from Escrow to the Lender and the Lender may hold, sell or otherwise do whatever Lender

Buyer Initials Confidential  
19Seller Initials

FROM : LDowning

PHONE NO. : 6157934814

Jun. 21 2010 11:17AM P3

*Handwritten initials and date: 4-6-2010*

wishes with the Trademarks. Borrowers shall have no claim to Trademark if the Borrowers shall default on the Note.

5) Late Charge: The Lender shall assess a late penalty charge of two hundred fifty (\$250.00) for failure of the Borrowers to pay all or any part of a monthly installment, within 5 days of due date, as specified under the repayment section.

6) Assignment: Lender shall have unrestricted rights to assign this note at any time.

7) Payment Method: Payments shall only be by electronic bank wire transfer to an account of the Lender. The transfer shall be made to:

account name: TMG Development Inc  
aba number: 031201360  
account number: 5445291  
bank name: TD Bank Cherry Hill, NJ

8) If at any time, pursuant to an Asset Sale Agreement between Borrowers and Lender, a 40% or more interest in the Business is sold or transferred, the balance due on this Loan Note shall be paid at the Closing of such sale or part sale or transfer of stock of the Business.

9) All payments shall be made in US Dollars.

10) General: The Borrowers will promptly inform the Lender of any change in name or address or ownership structure of the Borrowers.

11) GUARANTOR: Larry Downing, Borrower, hereby personally guarantees the full loan amount of this Agreement and in the event that Borrowers are in default, Larry Downing shall personally repay the full amount due and shall be subject to the same Confessed Judgment provision in section 12, and agrees that he shall repay the loan balance in full to Lender upon any default of Borrowers.

12) CONFESSION OF JUDGMENT: THE UNDERSIGNED HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE UNDERSIGNED IN FAVOR OF THE LENDER, ASSIGNEE OR SUCCESSOR OF HOLDER OF THE NOTE, AT ANY TIME, FOR THE FULL OR TOTAL AMOUNT OF THIS NOTE, TOGETHER WITH ALL INDEBTEDNESS PROVIDED FOR THEREIN, WITH COSTS OF SUIT AND ATTORNEY'S COMMISSION OF TEN (10) PERCENT FOR THE COLLECTION; AND THE UNDERSIGNED EXPRESSLY RELEASES ALL ERRORS, WAIVES ALL STAY OF EXECUTION, RIGHTS OF INQUISITION AND EXTENSION UPON ANY LEVY UPON REAL ESTATE AND ALL EXEMPTION OF PROPERTY FROM LEVY AND SALE UPON ANY EXECUTION HEREON; AND THE UNDERSIGNED EXPRESSLY AGREES TO CONDEMNATION AND EXPRESSLY RELINQUISHES ALL RIGHTS TO BENEFITS OR EXEMPTIONS UNDER ANY AND ALL EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED.

Buyer Initials *LD*

Confidential  
20

Seller Initials *ADL*

FROM : LDowning


PHONE NO. : 6157934814

Jun. 21 2010 11:17AM P4

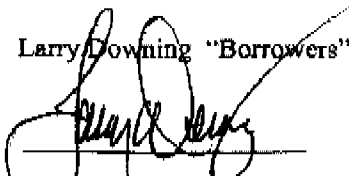
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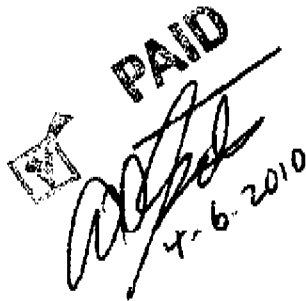
In Witness Whereof, the parties hereto have executed this Agreement to be effective on the 31st day of August 2009.

TMG DEVELOPMENT INC  
"Lender"

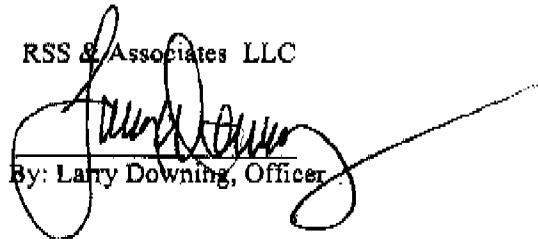
  
\_\_\_\_\_  
Anthony D. Gilas  
President

Larry Downing "Borrowers"

  
\_\_\_\_\_  
BY: Larry Downing, Individual  
GUARANTOR

  
PAID  
4-6-2010

RSS & Associates LLC

  
\_\_\_\_\_  
By: Larry Downing, Officer

Buyer Initials 

Confidential  
21

Seller Initials 



FROM : LDowning  
09/24/2010 08:32

858092920

PHONE NO. : 6157934814

Sep. 07 2010 01:54PM P2

**TRADEMARK ASSIGNMENT**  
**The Great American Roofing Company®**

This Assignment ("Assignment") is made effective as of August 31, 2009 from TMG DEVELOPMENT INC ("ASSIGNOR"), to RSS SYSTEMS LLC, LLC ("ASSIGNEE");

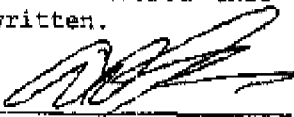
WHEREAS, ASSIGNOR is the owner of the trademark "THE GREAT AMERICAN ROOFING COMPANY", Registration No 3,510,640 (the Mark) as described in Exhibit A, attached hereto and incorporated by reference herein,

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks,

NOW, THEREFORE, in consideration of the payment of \$2 Dollar (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Marks.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Marks.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the day and year first above written.

  
\_\_\_\_\_  
Anthony D. Gilas  
President, TMG DEVELOPMENT INC  
August 31, 2009

Buyer Initials



Confidential  
26

Seller Initials



FROM : L.Downing

PHONE NO. : 6157934814

Oct. 07 2010 11:56AM P1

**TMG**  
DEVELOPMENT, INC.Post Office Box 2340  
Cherry Hill, NJ 08034  
856.424.5613 Tel  
856.424.4680 Fax

Larry Downing  
RSS & Associates LLC  
1980 Norwood Road  
Petersburg, TN 37144

Dear Mr. Downing,  
April 14, 2010

Per our mutual agreement to amend the Asset Purchase Agreement dated 31 August 2009, we agreed to accept as full and final payment of all debts owed under the Loan Agreement dated 31 August 2009, all monies paid as of December 31, 2009 plus an amount of \$25,000 paid in four installments of \$6250 each on Jan 1, Feb 1, Mar 1 and April 1, 2010.

We hereby acknowledge receipt of those 4 installments, totaling \$25,000, and hence the final completion of all amended payments owed to TMG under the Asset Purchase Agreement and Loan Note.

We consider the Asset Purchase Agreement and Loan Note transaction satisfied in full and RSS & Associates LLC and /or Larry Downing have no further financial obligations whatsoever to TMG Development Inc. A "PAID" and duly signed Loan Note original is attached for your files.

TMG has directly provided or transferred to you all the required Assets per the Agreement and we satisfied all and any requirements of the Asset Purchase Agreement and no further obligations exist between our entities.

We wish you the best of luck and continued success.

Kind regards,

  
Anthony D. Gilas  
PRESIDENT

ADG/aa  
Enclosures