

**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
SIMPLY FLOORED LLC		06/01/2009	LIMITED LIABILITY COMPANY: GEORGIA

**RECEIVING PARTY DATA**

Name:	RAW HOLDINGS, INC.
Street Address:	1015 Saratoga Court
City:	Braselton, GA
State/Country:	GEORGIA
Postal Code:	30517
Entity Type:	CORPORATION: GEORGIA

Name:	Robert A. Wilson
Street Address:	1015 Saratoga Court
City:	Braselton
State/Country:	GEORGIA
Postal Code:	30517
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2980358	ENERGY SMART HOME AUDIT
Registration Number:	2808812	WILSERV
Registration Number:	2879280	WILSERV ENERGY SMART HOME AUDIT
Registration Number:	2961975	ENERGY SMART HOME AUDIT

**CORRESPONDENCE DATA**

Fax Number: (404)264-4033  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900185142**

**TRADEMARK  
 REEL: 004487 FRAME: 0657**

**CH \$115.00 2980358**

Phone: 404-846-1693  
Email: trademark-at@btlaw.com  
Correspondent Name: BARNES & THORNBURG LLP  
Address Line 1: 3343 Peachtree Road, NE  
Address Line 2: Suite 1150  
Address Line 4: Atlanta, GEORGIA 30326-1428

ATTORNEY DOCKET NUMBER:	141825-100
NAME OF SUBMITTER:	Jason A. Bernstein
Signature:	/Jason A. Bernstein/
Date:	02/28/2011

Total Attachments: 8  
source=Assignment Document No 2#page1.tif  
source=Assignment Document No 2#page2.tif  
source=Assignment Document No 2#page3.tif  
source=Assignment Document No 2#page4.tif  
source=Assignment Document No 2#page5.tif  
source=Assignment Document No 2#page6.tif  
source=Assignment Document No 2#page7.tif  
source=Assignment Document No 2#page8.tif

**AMENDED AND RESTATED  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Amended and Restated Assignment and Assumption Agreement (the "Agreement") is made and entered into effective as of June 1, 2009 (the "Effective Date"), by and among Simply Floored LLC, a Georgia limited liability company ("Assignor"), RAW Holdings, Inc., a Georgia corporation ("Assignee"), and Robert Wilson, an individual resident of the State of Georgia ("Wilson").

**RECITALS**

A. In accordance with this Agreement, Assignor desires to assign certain of its assets to Assignee and Assignee agrees to assume certain obligations of Assignor related to such assets.

B. Assignor currently employs several individuals who Assignee believes can provide important management, installation and sales services to Assignee relating to the operation of the Acquired Assets, and Assignor wishes for Assignee to employ such individuals.

C. The parties recognize that certain language in the Agreement as originally prepared and executed may not have accurately reflected the intention of the parties and this Amended and Restated Assignment and Assumption Agreement does not in any way change or alter the understanding and intentions of the parties who executed the Agreement in the first instance.

**AMENDED AND RESTATED AGREEMENT**

In consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Assignment of Assets.** Effective as of the Effective Date, Assignor hereby assigns, sells, and transfers to Assignee all of Assignor's right, title, benefit, privileges and interest in and to, the assets listed on Exhibit A to this Agreement (the "Acquired Assets").

2. **Assumption of Liabilities.**

(a) Assignee hereby accepts such assignment of the Acquired Assets and assumes and agrees to observe and perform all of the duties, obligations, and liabilities relating to the Acquired Assets and related to or arising out of Assignor's operations in the Louisiana market (the "Assumed Liabilities"), but excluding any accounts payable accrued between January 29, 2009 and through the Effective Date. The Assumed Liabilities will include without limitation the liabilities listed on Exhibit B to this Agreement.

(b) Assignee is assuming all liabilities associated with the transferred vehicles and, with respect to any vehicles financed by Security Bank, Assignee will work with Assignor

to obtain a release of Assignor. Assignee will be responsible for payment of any transfer taxes associated with the transfer/registration of the vehicles.

(c) Assignee is responsible for all payments due under the assigned agreements/ accounts for periods beginning on or after the Effective Date, including but not limited to payments with respect to the Commercial Lease.

(d) Assignee will be responsible for any transfer taxes arising out of the transfers of assets provided for in this Agreement.

(e) Assignee will not assume any liability with respect to any flooring jobs undertaken by Assignor in the Louisiana market.

3. **Assignee's Employees.** Assignee will offer employment to each of the individuals listed on Exhibit C (the "Employees") at a compensation level at least commensurate with the compensation levels indicated on Exhibit C. In addition, Assignee will offer such employees benefits commensurate with those provided to similarly situated employees of Assignee.

4. **Assignment of Intellectual Property Rights; Assignor's Right to Continue Use of Name; Assignment of Domain Name.**

(a) **Assignment of Trademarks.** Assignor hereby transfers and assigns to Assignee all of Assignor's worldwide right, title and interest in and to the trademarks set forth in Exhibit A and all variations which Assignor may have adopted and used ("Trademarks"), including

(i) Assignor's entire worldwide right, title and interest in and to the Trademarks, in all forms and as incorporated into any logo, or design,

(ii) together with all the goodwill of the business associated therewith and symbolized thereby,


(iii) all common law rights in the Trademarks,

(iv) any trademark registrations (active, expired and cancelled) and trademark applications (active and abandoned) Assignor has filed in any country, along with any priorities, rights or registrations resulting therefrom and the right to renew same;

(v) the right of Assignee to market goods and services in the same distinctive appearance as Assignor has hitherto done,

(vi) any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from past infringement of the Trademarks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.

(b) Notwithstanding the foregoing assignment, Assignor reserves the right to

continue to use the name "WILSERV" and the  penguin logo for a period of up to six months following the Effective Date.

(c) Assignment of Copyright. "Copyrights" means those original copyrightable and uncopyrightable works created or acquired by Assignor in the nature of advertisements, marketing materials, website content, graphics, illustrations, images, text, animation, video, and audio, in all websites owned or operated by Assignor and the like relating exclusively to Assignor's business involving the Acquired Assets (collectively referred to as the "Works"). Assignor hereby irrevocably and unconditionally sells, transfers, conveys, assigns and delivers to Assignee all Assignor's entire worldwide right, title and interest in and to the copyright and all other rights in the Works, and any and all copyright registrations and registration applications thereof anywhere in the world, and any renewals and extensions of such copyright registrations, including, but not limited to, the following rights: (i) to reproduce the Works in copies, (ii) to prepare derivative works of the Works, (iii) to perform the Works (as appropriate), and (iv) to distribute copies of the Works to the public by sale or other transfer of ownership or by rental, lease, or lending, to the full end of the term for which the copyright is granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

(d) Transfer of Domain Name.

(i) "Domain Name" means the text name corresponding to the numeric IP address of a computer on the Internet or a website listed in Exhibit A.

(ii) Assignor hereby irrevocably and unconditionally sells, transfers, conveys, assigns and delivers to Assignee all Assignor's worldwide right, title and interest in and agrees to transfer, and Assignee agrees to accept transfer of, the Domain Name. Assignor agrees to transfer complete ownership in and complete technical control of the Domain Name, and any and all rights and duties associated with the Domain Name to Assignee. Upon the confirmation of the transfer of the Domain Name to Assignee, Assignor will have no further rights or duties with respect to the Domain Name except to assist in the furtherance of this Agreement.

(iii) Assignor agrees not to register any domain name or use or seek to register any trademark that is similar to, likely to cause confusion with, or intending to divert traffic from (e.g., minor misspellings) the Domain Name.

5. Payments to Assignee. Assignee will pay Assignor an amount in cash equal to [REDACTED] for the transferred assets, as follows:

Inventory	[REDACTED]
Furniture, Fixtures and Equipment	[REDACTED]
Other Assets	[REDACTED]
Total Cash Consideration	[REDACTED]

The purchase price will be payable in cash in three equal monthly installments of [REDACTED] with the first installment due on July 1, 2009. In addition, Wilson agrees to release Assignor from any remaining amounts owed to Wilson with respect to the [REDACTED] which balance was estimated to be approximately \$2,500 as of the Effective Date. Assignor will retain ownership of the [REDACTED]

6. **Accounts Receivable.** Assignor will retain ownership of all accounts receivable of the business (as listed on Exhibit D to this Agreement) and will retain the right to collect and receive payments with respect to such receivables. Assignee will use its good faith efforts to assist Assignor in the collection of such amounts. If any payment is received by Assignee from any of the accounts listed on Exhibit D to this Agreement after the Effective Date, Assignee will remit such amount to Assignor until the full amount of the receivable from such account has been satisfied.

7. **Retained Agreements.** Notwithstanding the provisions of Section 1 and Section 2, Assignor will retain all rights in and to the [REDACTED] contracts identified in Exhibit E to this Agreement (the "Retained Contracts"). Assignor will have the right to bill and collect (and retain such collections) payments due under the Retained Contracts. Assignee will assist Assignor in completing any work required to be done under the Retained Contracts after the Effective Date, and Assignor will reimburse Assignee for the direct labor costs incurred.

8. **Assignment of Agreements to Assignee.** Assignee will use its good faith efforts, and will cooperate with Assignor, to effect the assignment of the contracts, agreements and accounts assigned to Assignee, and to cause Assignor to be released from such contracts, agreements and accounts. Assignee will, as directed by Assignor, make any payments due under the assigned agreements on or after the Effective Date directly to the appropriate party.

9. **Representations and Warranties.** Assignor represents and warrants that Assignor has not taken any action since January 29, 2009 that would adversely affect title to the transferred assets. To Assignor's knowledge, the transferred assets are not subject to any lien or encumbrance (other than liens of Security Bank or vehicle leases). Except as provided in this Section 9, Assignor makes no representations or warranties with respect to the Acquired Assets or the Assumed Liabilities of any kind or nature, and Assignor hereby explicitly disclaims any such representations or warranties, including any and all implied warranties.

10. **Limited Liability.** No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Assignor or any of Assignor's affiliates shall have any liability for (i) any obligations or liabilities of Assignor relating to or arising from this Agreement or (ii) any claim against the Assignor based on, in respect of, or by reason of, the transactions contemplated by this Agreement.

11. **Release of Claims.** Assignee hereby fully, irrevocably and unconditionally releases, acquits, forever discharges, and covenants not to sue Assignor and its affiliated corporations and entities, and their respective former and current owners, stockholders, members, managers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, benefits administrators, investors, funds, and affiliates, for and from any and all federal, state, or local laws, regulations, ordinances, claims, causes of action, liabilities, and judgments of every type and description whatsoever, known or unknown, including, but not limited to, any obligation or claim arising under public policy, contract (express or implied, written or oral), tort, or common law, from the beginning of time through the Effective Date.

12. **Indemnification.** Assignee shall hold harmless and indemnify Assignor and each of its affiliates and their respective owners, stockholders, members, managers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, benefits (the "Indemnified Parties") from and against, and shall compensate and reimburse the Indemnified Parties for, any Damages that are suffered or incurred by any of the Indemnified Parties (regardless of whether or not such Damages relate to any third party claim) and that arise from or as a result of Assignee's ownership of the Acquired Assets or operation of the business after the Effective Date. "Damages" means any loss, damage, injury, settlement, judgment (at equity or at law), award, fine, penalty, fee (including any reasonable out-of-pocket legal fees, expert fees, accounting fees or advisory fees), charge, cost (including any reasonable cost of investigation and interest) or expense of any nature (it being understood that any reasonable out-of-pocket fees, costs or expenses incurred in connection with any proceeding, including any proceeding commenced by any person for the purpose of enforcing any of its rights under this Agreement, shall be included in "Damages").

13. **Insurance Requirements.** Assignee shall, at Assignee's sole expense, procure as soon as practicable after the Effective Date and maintain at least the following insurance coverages: (a) Worker's Compensation Coverage (Statutory limits); (b) Commercial General Liability (\$1,000,000 limit per occurrence and \$2,000,000 limit in the aggregate); (c) Commercial Auto Liability (\$1,000,000 Combined limit including hired/non-owned auto); and (d) "All Risk" Property (Replacement Value). Assignee and Wilson agree to name Simply Floored LLC as Additional Insured for liability coverages listed above. Assignee shall furnish Assignor with insurance certificates evidencing that it maintains the insurance coverage required hereunder and names Simply Floored LLC as additional insured.

14. **Further Actions.** Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

15. **Jurisdiction.** This Agreement shall be governed by, construed and interpreted in accordance with the internal laws of the State of Georgia without regard to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction of the federal and state courts located in the County of Fulton, State of Georgia.

**16. Counterparts/Method of Delivery.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile, by PDF through electronic mail, or other electronic means.

**17. Guarantee of Obligations.** Wilson hereby jointly and severally agrees to guarantee each of the obligations of Assignee under this Agreement.

Signature page follows.



IN WITNESS WHEREOF, the parties have executed this Amended and Restated Assignment and Assumption Agreement as of the Effective Date first above written.

ASSIGNOR:

SIMPLY FLOORED LLC  
a Georgia limited liability company

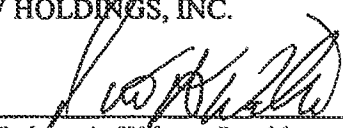
By: 

Print Name: Robert Stoff

Title: President

ASSIGNEE:

RAW HOLDINGS, INC.

By: 

Robert A. Wilson, President

WILSON   
Robert A. Wilson

**Exhibit A - Assets to be Assigned**

**Customer Contracts, including:**

- Contract between Wilserv-Energy Defenders Corporation and Total Community Action, Inc. dated 3/11/09 relating to low income weatherization projects.
- Contract dated 10/20/08, as amended, between Wilserv Corporation and Venus Properties, LLC and related agreements.
- Standard Forms of Agreement, Contractor and Subcontractor, between Milton J. Womack, Inc. and Wilserv Corporation, dated 4/15/08, 3/5/08 and 1/15/08.
- Standard Forms of Agreement, Contractor and Subcontractor, between Herman & Kittle Properties, Inc. and Wilserv Corporation, dated 5/9/08 and 9/4/08.
- Proposals between Echelon Construction and Wilserv Corporation, dated 5/19/08 and 5/6/08.
- Proposals between Ironwood Properties, LLC and Wilserv Corporation, dated 6/27/08 and 5/22/08.
- Agreement dated 5/14/08 between Wilserv Corporation and WWL Radio.

[Additional assets listed on Schedule A, attached]

**Trademarks:**

Mark	Reg. No.
<u>U.S. Registrations</u>	
<u>ENERGY SMART HOME AUDIT</u>	<u>2980358</u>
<u>WILSERV</u>	<u>2808812</u>
<u>WILSERV ENERGY SMART HOME AUDIT</u>	<u>2879280</u>
<u>ENERGY SMART HOME AUDIT</u>	<u>2961975</u>

**Common law**



**Domain Names:**

www.wilserv.net