

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
Cleanwise, Inc.		01/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Network Services Company		
Street Address:	1100 E. Woodfield Road		
Internal Address:	Suite 200		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2630113	CLEANWISE	
CORRESPONDENCE DATA			
Fax Number:	4048738501		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-873-8500		
Email:	trademarks@agg.com		
Correspondent Name:	Stephen M. Dorvee, Esq.		
Address Line 1:	171 17th Street, NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363-1031		
ATTORNEY DOCKET NUMBER:	2922.5		
NAME OF SUBMITTER:	Stephen M. Dorvee, Esq.		
Signature:	/smd/		

CH \$40.00 2630113

Date:

11/13/2012

Total Attachments: 4

source=Bill of Sale and Assignment and Assumption Agreement#page1.tif

source=Bill of Sale and Assignment and Assumption Agreement#page2.tif

source=Bill of Sale and Assignment and Assumption Agreement#page3.tif

source=Bill of Sale and Assignment and Assumption Agreement#page4.tif

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT is made, executed and delivered as of January 9, 2009 (this "**Agreement**"), by Network Services Company, a Delaware corporation (the "**Purchaser**"), and Cleanwise, Inc., a Delaware corporation (the "**Seller**").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 9, 2009 (the "**Purchase Agreement**"), by and between the Purchaser and the Seller, the Purchaser has agreed to purchase certain assets used in, and assume certain contractual obligations of the Seller relating to, the Business, and the Seller has agreed to sell such assets and assign such contracts to the Purchaser.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. The Seller, for itself and its successors and assigns, does hereby sell, convey, transfer, assign and deliver to the Purchaser, its successors and assigns, all right, title and interest in and to the Purchased Assets, free and clear of all liens, security agreements, encumbrances, claims, demands and charges of every kind whatsoever, to have and to hold for its own use and for its benefit forever.

3. The Seller, for itself and its successors and assigns, does hereby transfer and assign to the Purchaser the Assumed Liabilities, and the Purchaser, for itself and its successors and assigns, does hereby accept the assignment from the Seller of the Assumed Liabilities. The Purchaser, for itself and its successors and assigns, does hereby assume and agree to pay, perform and discharge when due the Seller's obligations under the Assumed Liabilities (other than the Excluded Liabilities).

4. The Purchaser, on the one hand, and the Seller, on the other hand, agree that each will execute and deliver to the other any and all documents, in addition to those expressly provided for in the Purchase Agreement, that may be necessary or appropriate to implement the provisions of the Purchase Agreement, whether before, at or after the Closing. The parties agree to cooperate with each other to any extent reasonably required in order to accomplish fully the transactions contemplated in the Purchase Agreement.

5. Nothing in this Agreement, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the Seller or the Purchaser as set forth in the Purchase Agreement.

6. This Agreement shall be binding on and inure to the benefit of and be enforceable by the Seller and the Purchaser and their respective successors and assigns. Nothing

in this instrument shall be deemed to create or imply any right or benefit in any Person other than the Seller, the Purchaser and their respective successors and assigns.

7. This Agreement is to be delivered in and should be construed in accordance with and governed by the laws of the State of New York without giving effect to conflict of laws principles (other than Section 5-1401 of the General Obligations Law of the State of New York).

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale and Assignment and Assumption Agreement to be executed and delivered as of the date first set forth above.

PURCHASER:

NETWORK SERVICES COMPANY

By: *Robert D. Mitchum*
Name: ROBERT D. MITCHUM
Title: CEO

SELLER:

CLEANWISE, INC.

By: *Keith A. Alshemer*
Name: KEITH A. ALSHEMER
Title: CEO

[Signature Page to Bill of Sale and Assignment and Assumption Agreement]