

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
InStar Services Group, L.P.		12/08/2012	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Interstate Restoration LLC
Street Address:	3401 Quorum Drive, Suite 300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76137
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3585967	P.R.E.P. PRIORITY RESPONSE EMERGENCY PLAN
Registration Number:	3585968	P.R.E.P.
Registration Number:	3472142	INSTAR
Registration Number:	3471982	OUR BUSINESS IS PUTTING YOU BACK IN BUSINESS
Registration Number:	3359471	WHERE QUALITY IS REBUILT
Registration Number:	3342883	BPR B. POOLE RESTORATION FIRE · FLOOD · DISASTER RECOVERY
Registration Number:	2713170	INSTAR
Registration Number:	2677159	INSTAR

CORRESPONDENCE DATA

Fax Number: 3038931379
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 303-892-7250

CH \$215.00 3585967

Email: sandra.wainer@dgsllaw.com
Correspondent Name: Sandra L. Wainer
Address Line 1: 1550 17th Street, Suite 500
Address Line 4: Denver, COLORADO 80246

NAME OF SUBMITTER:	Trent Martinent
Signature:	/Trent Martinent/
Date:	12/19/2012

Total Attachments: 7
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 8, 2012, is made by InStar Services Group, L.P., a limited partnership organized and existing under the laws of Delaware, USA with its principal place of business located at 1743 Maplelawn Drive, Troy, MI 48084, USA ("Assignor"), in favor of Interstate Restoration LLC, a limited liability company organized and existing under the laws of Colorado with a principal place of business located at 3401 Quorum Drive, Suite 300, Fort Worth, TX 76137, USA ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain trademarks/service marks and the associated applications and/or registrations for use on and in association with certain goods and/or services; and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to such trademarks/service marks for use on and in association with certain goods and/or services, and Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks/service marks for use on and in association with certain goods and/or services.

NOW THEREFORE, for good and valuable consideration in the amount of \$10.00 US Dollars, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor (together with its general partner InStar Services Management, LLC by joinder below) hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademarks/service marks set forth on Schedule 1 attached hereto and made part of this Trademark Assignment for use on and in association with the goods and/or services set forth on Schedule 1 and any other applicable goods or services, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such trademarks/service marks, including intent-to-use trademark/service mark applications, issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Representations. Assignor represents and warrants that (i) it is the sole owner of the Assigned Trademarks and that it has the full right and power to make the assignment of the Assigned Trademarks made hereby and that it has not made and will not make any assignment, transfer, sale, encumbrance, or agreement in conflict with any provision of this Trademark Assignment; and (ii) it is not aware of any infringements or violations regarding the Assigned Trademarks.

3. Further Actions. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment as of the date first above written.

(ASSIGNOR)
INSTAR SERVICES GROUP, L.P.

By: **InStar Services Management, LLC**

By: 

James Guillaumin
Senior Vice President and Treasurer

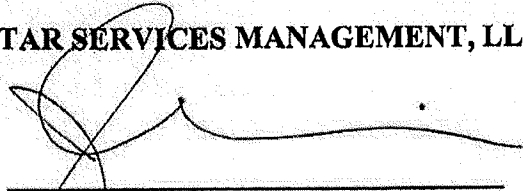
(ASSIGNEE)
INTERSTATE RESTORATION LLC

By: _____
Name: _____
Title: _____

JOINDER OF ASSIGNOR'S GENERAL PARTNER

InStar Services Management, LLC, the General Partner of Assignor, hereby joins in this Trademark Assignment Agreement.

INSTAR SERVICES MANAGEMENT, LLC

By: 

James Guillaumin
Senior Vice President and Treasurer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Trademark Assignment as of the date first above written.

(ASSIGNOR)
INSTAR SERVICES GROUP, L.P.

By: InStar Services Management, LLC

By: _____
James Guillaumin
Senior Vice President and Treasurer

(ASSIGNEE)
INTERSTATE RESTORATION LLC

By: Stacy M. [Signature]
Name: Stacy M. [Signature]
Title: CEO/President

JOINDER OF ASSIGNOR'S GENERAL PARTNER

InStar Services Management, LLC, the General Partner of Assignor, hereby joins in this Trademark Assignment Agreement.

INSTAR SERVICES MANAGEMENT, LLC

By: _____
James Guillaumin
Senior Vice President and Treasurer


SCHEDULE 1


ASSIGNED TRADEMARKS

MARK	REGISTRATION/ SERIAL NUMBER	GOODS/SERVICES
P.R.E.P. PRIORITY RESPONSE EMERGENCY PLAN	U.S. Reg. No. 3585967	Property restoration services, namely, cleaning and restoring of commercial, industrial and residential buildings and personal property contained therein to remove smoke, odor, water, mold and other biohazardous substances and to dehumidify and dry building interiors and contents; commercial, industrial and residential building restoration, reconstruction and construction; repair of buildings and structures in response to emergencies, namely, stabilization of property, damage containment, and immediate damage mitigation, property board-up, and erecting barriers to entry of property; property capital improvement, namely, reconstruction, renovations, conversions, improvements, and replacement of structures damaged by fire or other disaster.
P.R.E.P.	U.S. Reg. No. 3585968	Property restoration services, namely, cleaning and restoring of commercial, industrial and residential buildings and personal property contained therein to remove smoke, odor, water, mold and other biohazardous substances and to dehumidify and dry building interiors and contents; commercial, industrial and residential building restoration, reconstruction and construction; repair of buildings and structures in response to emergencies, namely, stabilization of property, damage containment, and immediate damage mitigation, property board-up, and erecting barriers to entry of property; property capital improvement, namely, reconstruction, renovations, conversions, improvements, and replacement of structures damaged by fire or other disaster.
INSTAR	U.S. Reg. No. 3472142	Property capital improvement, namely, reconstruction, renovations, conversions, improvements, and replacement of structures damaged by fire or other disaster.

TRADEMARK

REEL: 004923 FRAME: 0654

<p>OUR BUSINESS IS PUTTING YOU BACK IN BUSINESS</p>	<p>U.S. Reg. No. 3471982</p>	<p>Property restoration services, namely, cleaning and restoring of commercial, industrial and residential buildings and personal property contained therein to remove smoke, odor, water, mold and other biohazardous substances and to dehumidify and dry building interiors and contents; commercial, industrial and residential building restoration, reconstruction and construction; emergency response in the field of real property and contents damage, namely, stabilization of property, damage containment and immediate mitigation, property board-up and access control; Commercial renovations; and consulting services in the fields of emergency response to real property and contents damage and property restoration and reconstruction.</p>
<p>WHERE QUALITY IS REBUILT</p>	<p>U.S. Reg. No. 3359471</p>	<p>Property restoration services, namely, cleaning and restoring of commercial, industrial and residential buildings and personal property contained therein to remove smoke, odor, water, chemical contamination, mold and other biohazardous substances and to dehumidify and dry building interiors and contents; commercial, industrial and residential building restoration, reconstruction and construction; emergency response in the field of real property and contents damage, namely, stabilization of property, damage containment and immediate mitigation, property board-up and access control; and consulting services in the fields of emergency response to real property and contents damage and property restoration and reconstruction.</p>
<p>BPR B. POOLE RESTORATION FIRE FLOOD DISASTER RECOVERY & DESIGN</p> 	<p>U.S. Reg. No. 3342883</p>	<p>Building restoration.</p>
<p>INSTAR</p>	<p>U.S. Reg. No.</p>	<p>Property restoration services, namely, cleaning and restoring</p>

<p>STYLIZED</p> 	2713170	<p>of commercial, industrial and residential buildings and personal property contained therein to remove smoke, odor, water, chemical contamination, mold and other biohazardous substances and to dehumidify and dry building interiors and contents; commercial, industrial and residential building restoration, reconstruction and construction; emergency response in the field of real property and contents damage, namely, stabilization of property, damage containment and immediate mitigation, property board-up and access control; and consulting services in the fields of emergency response to real property and contents damage and property restoration and reconstruction.</p>
<p>INSTAR</p>	<p>U.S. Reg. No. 2677159</p>	<p>Property restoration services, namely, cleaning and restoring of commercial, industrial and residential buildings and personal property contained therein to remove smoke, odor, water, [chemical contamination,] mold and other biohazardous substances and to dehumidify and dry building interiors and contents; commercial, industrial and residential building restoration, reconstruction and construction; emergency response in the field of real property and contents damage, namely, stabilization of property, damage containment and immediate mitigation, property board-up and access control; and consulting services in the fields of emergency response to real property and contents damage and property restoration and reconstruction.</p>
<p>BURNS INSTAR SERVICES</p>	<p>State of Florida Reg. No. T0900000082</p>	<p>Property restoration services, commercial, industrial & residential building restoration, emergency response in the field of real property</p>

[END OF SCHEDULE 1]

TRADEMARK