

05-14-1998



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

MAY 7 1998

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

86. F.S.

1. Name of conveying party(ies):
Global Heat Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New Jersey
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3 Nature of conveyance:

Assignment Merger
 Security Change of Name
 Other _____

Execution Date: March 30, 1998

2. Name and address of receiving party(ies)

Name: Cooperheat, Inc.
Internal Address: Attn: President
Street Address: 1021 Centennial Avenue
City: Piscataway State: NJ ZIP: 08854

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Jersey
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached Yes No

4. Application number(s) or registration

A. Trademark Application No.(s)
No. 1502549

Additional numbers attached? _____

B. Trademark Registration No.(s)
|

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed?

Name Michael C. Blaney
Internal Address: 4200 Texas Commerce Tower

Street Address: 600 Travis

City: Houston State: Texas ZIP: 77002

6. Total number of applications and registrations involved..... 1

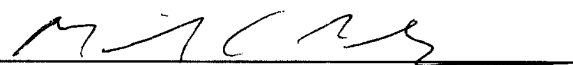
7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number
01-1945
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy or the original document.

Michael C. Blaney  May 5, 1998
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (emp. 4/94) Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated March 30, 1998 is entered into between Global Heat Inc., a New Jersey corporation (the "Assignor") and Cooperheat, Inc., a New Jersey corporation ("Assignee") pursuant to that certain Asset Purchase Agreement dated March 26, 1998 among Assignor, Global Heat Ltd., 1282898 Ontario Inc. and Assignee, Cooperheat of Canada Limited, 970911 Ontario, Inc. c.o.b. as BA Rentals (the "Agreement") and International Industrial Services, Inc. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Agreement.

WHEREAS, pursuant to the Agreement, the Assignors have agreed to transfer and assign to the Assignee, among other things, the "GLOBAL HEAT" trademark; registered under Registration No. 1502549 on August 30, 1988 (the "Mark"), which is registered in the United States for use in connection with the goods and services indicated in each respective registration or application and all goodwill associated therewith, and the Assignee has agreed to accept the transfer and assignment thereof.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Assignment and the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignor hereby grants, contributes, bargains, sells, conveys, assigns, transfers, sets over and delivers to Assignee, its successors and assigns, for its and their own use forever, the Mark, together with all goodwill of the business symbolized by said Mark, and the registrations, pending applications and renewals, as well as the right to sue for past, present and future infringements thereof.

2. Assignor consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Mark and the registrations and applications thereof, be issued and delivered to Assignee, its attorneys, agents, successors, or assigns.

3. Nothing contained in this Assignment shall in any way affect the provisions set forth in the Agreement nor shall this Assignment expand or contract any rights or remedies under the Agreement, including without limitation any rights to indemnification specified therein. This Assignment is intended only to effect the transfer of the Mark, together with all goodwill of the business symbolized by said Mark, and the registrations, pending applications and renewals, as well as the right to sue for past, present and future infringements thereof, to the Assignee and shall be governed entirely in accordance with the terms and conditions of the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the

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conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail.

4. This Assignment may be executed with counterpart signature pages or in one or more counterparts, all of which shall be deemed one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to all the parties.

5. This Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute and deliver this Assignment to be effective as of the date first above written.

ASSIGNOR:


GLOBAL HEAT INC.

By: 

Norman MacArthur
President

ASSIGNEE:

COOPERHEAT, INC.

By: 

J. Michael Pearson
Chairman and Chief Executive Officer

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RECORDED: 05/07/1998

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