

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morris-Jenkins Company		12/31/2003	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	Big Chief Marketing, Inc.
Street Address:	1530 Center Park Drive
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28217
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	76459435	CALL MORRIS-JENKINS AIR CONDITIONING HEATING - SINCE 1958
Serial Number:	76459434	MORRIS-JENKINS
Serial Number:	76214724	YOU'LL HAVE COOL AIR AT YOUR HOUSE TONIGHT
Serial Number:	76214723	YOU'LL HAVE WARM HEAT AT YOUR HOUSE TONIGHT

CORRESPONDENCE DATA	
Fax Number:	(704)444-1111
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704-444-1000
Email:	mpoveromo@alston.com
Correspondent Name:	Benjamin F. Sidbury
Address Line 1:	101 South Tryon Street, Suite 4000
Address Line 2:	Bank of America Plaza
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Benjamin F. Sidbury
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OP \$115.00 76459435

Total Attachments: 4

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TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT (the "Assignment") is made between Morris-Jenkins Company, a North Carolina corporation, ("Assignor") and Big Chief Marketing, Inc., a North Carolina corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and service marks set forth on Schedule A hereto, all applications and registrations related thereto, and all common-law rights to such marks (collectively, the "Assigned Marks");

WHEREAS, Assignor is the owner of all right, title and interest in and to United States Copyright Registration No. Txu 992-201 (March 26, 2001) and United States Copyright Registration No. Sru 450-344 (March 26, 2001) and all copyright rights in and to the content and subject matter which are the subject of the foregoing registrations (collectively, "the Works"); and

WHEREAS, Assignee desires to purchase and acquire all of Assignor's right, title and interest in and to the Assigned Marks and the Works;

NOW, THEREFORE, for (redacted) and other good and valuable (redacted) consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby conveys, assigns, transfers, sells and delivers to Assignee, its legal representatives and assigns, all right, title and interest of Assignor in and to the Assigned Marks, including, without limitation, all common-law rights, and the registrations and applications relating thereto, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens, collateral assignments or other encumbrances, all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor had, has or may have in for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, subject to the terms of this Assignment.

2. Assignor hereby conveys, assigns, transfers, sells and delivers to Assignee, its legal representatives and assigns, all right, title, and legal interest in and to the Works, including any and all worldwide rights and all rights of action against third parties Assignor had, has or may have, in the past, now existing and in the future, in and to the Works in any and all media now known or later developed; together with the right to secure statutory copyrights and renewals, reissues and extensions of such copyrights;

to prepare derivative works or adaptations therefrom; to reproduce the Works; to distribute copies of the Works; to perform the Works, including, without limitation, digital transmissions of the Works; and to display the Works; which interest and rights shall be held and enjoyed by Assignee as fully and entirely as the same would be held by Assignor had this transfer and assignment not been made; which interest and rights shall be held and enjoyed by Assignee to the full end of the term for which such copyrights or any renewal or extension thereof may be granted.

3. Assignor hereby waives any and all moral rights relating to the Works developed or produced, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

4. Assignor hereby represents, warrants and covenants that the Assigned Marks and Works are valid and enforceable, that it owns all right, title and interest in and to the Assigned Marks and Works, that it is not aware of any third party that has claimed that the Assigned Marks or Works infringe such third party's rights, that the Assigned Marks and Works are not subject to any liens, collateral assignments or other encumbrances, that Assignor has the full power and authority to convey all right, title and interest in and to the Assigned Marks and Works, and that it has not executed and will not execute any agreement in conflict herewith. Assignor hereby agrees to defend, indemnify and hold harmless Assignee and its affiliates, employees, agents, officers, directors, attorneys, and shareholders for any claims, losses, damages or expenses (including attorneys' fees) arising from or based upon Assignor's breach of the representations, warranties and covenants in this Assignment or other terms of this Assignment.

5. At any time after the Effective Date (as hereafter defined), Assignor hereby agrees that Assignor will and will cause its affiliates and related parties to, from time to time, at its expense and without additional compensation, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of this Assignment.

6. This Assignment will be governed by, and construed in accordance with, the laws of the United States, in respect to trademark and copyright issues and in all other respects including as to validity, interpretation and effect by the laws of the State of North Carolina, without giving effect to the conflict of laws rules thereof.

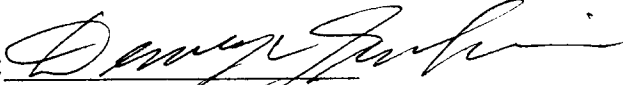
7. This Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof.

8. No modification or waiver or any amendment to any provision of this Assignment shall be binding upon either party unless it is made in writing and signed by both parties.

9. This Assignment shall be effective as of December 30, 2003 (the "Effective Date").

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date written above.

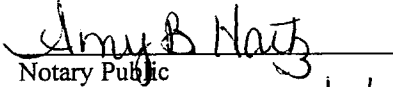
Morris-Jenkins Company

By: 

Name: Dewey V. Jenkins

Title: President


Sworn to and subscribed
before me, this 31st day of
December, 2003.


Notary Public

My commission expires: 11/26/06

AMY B. HARTZ
NOTARY PUBLIC, NORTH CAROLINA
CABARRUS COUNTY
COMMISSION EXPIRES NOV. 26, 2006

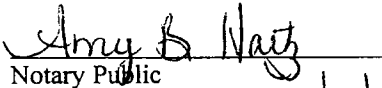
Big Chief Marketing, Inc.

By: 

Name: Dewey V. Jenkins

Title: President

Sworn to and subscribed
before me, this 31st day of
December, 2003.


Notary Public

My commission expires: 11/26/06

AMY B. HARTZ
NOTARY PUBLIC, NORTH CAROLINA
CABARRUS COUNTY
COMMISSION EXPIRES NOV. 26, 2006

SCHEDULE A

1. Mark: **CALL MORRIS-JENKINS AIR
CONDITIONING HEATING – SINCE 1958**
Country: USA
Serial No.: 76/459,435
Filed: October 21, 2002
First Use: April 30, 2001
Services: Installation, repair and maintenance services of
heating and air conditioning equipment and related
controls (Int. Class 37)
Owner: Morris-Jenkins Company

2. Mark: **MORRIS-JENKINS**
Country: USA
Serial No.: 76/459,434
Filed: October 21, 2002
First Use: 1994
Services: Installation, repair and maintenance services of
heating and air conditioning equipment and related
controls (Int. Class 37)
Owner: Morris-Jenkins Company

3. Mark: **YOU’LL HAVE COOL AIR AT YOUR HOUSE
TONIGHT**
Country: USA
Serial No.: 76/214,724
Filed: February 23, 2001
First Use: March 12, 2001
Services: Installation, repair and maintenance services of
heating and air conditioning equipment and related
controls (Int. Class 37)
Owner: Morris-Jenkins Company

4. Mark: **YOU’LL HAVE WARM HEAT AT YOUR
HOUSE TONIGHT**
Country: USA
Serial No.: 76/214,723
Filed: February 23, 2001
First Use: March 19, 2001
Services: Installation, repair and maintenance services of
heating and air conditioning equipment and related
controls (Int. Class 37)
Owner: Morris-Jenkins Company