

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/14/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Janitex Rug Service Corp.		12/14/2005	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	The Matworks Company, LLC
Street Address:	11900 Old Baltimore Pike
City:	Beltsville
State/Country:	MARYLAND
Postal Code:	20705
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78398414	Z STEP
Registration Number:	1085760	JANITEX RUG SERVICE CORPORATION
Registration Number:	1201562	MW THE MAT WORKS
Registration Number:	2544957	THE INSTALLWORKS
Registration Number:	2566972	MEKA

CORRESPONDENCE DATA

Fax Number: (301)907-4666
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 301-907-6663
 Email: swishnow@erols.com
 Correspondent Name: Steven M. Wishnow
 Address Line 1: Two Wisconsin Circle
 Address Line 2: Suite 610
 Address Line 4: Chevy Chase, MARYLAND 20815

OP \$140.00 78398414

NAME OF SUBMITTER:	Steven M. Wishnow
Signature:	/Steven M. Wishnow/
Date:	12/16/2005

Total Attachments: 10

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SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement ("Agreement") is by and between Janitex Rug Service Corp., 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignor") and The Matworks Company, LLC, 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignee").

Whereas, Assignor is the owner of a service mark identified as "Janitex Rug Service Corporation" that was registered in the United States Patent and Trademark Office as service mark registration no. 1,085,760 on February 14, 1978 (the "Service Mark"); and

Whereas, Assignee wishes to acquire all of Assignor's right, title, and interest in the Service Mark; and

Whereas, Assignor desires to assign all of its right, title, and interest in the Service Mark to the Assignee.

Now, therefore, the parties agree as follows.

1. Assignment.

Assignor hereby irrevocably assigns to Assignee all of its right, title, and interest in and to the Service Mark (including, but not limited to, all United States Patent and Trademark Office registration rights with respect to the Service Mark, and all good will associated with the Service Mark), and Assignee accepts such assignment.

2. Consideration.

In consideration of the assignment set forth in Section 1 of this Agreement, Assignor shall pay the sum of \$10.00 to Assignee. Further, Assignor and Assignee acknowledge that the assignment of the Service Mark memorialized by this Agreement is in further consideration of the separate written agreement between Assignor and Assignee whereby Assignor is selling substantially all of its assets to Assignee.

3. Representations and Warranties.

Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power, and authority to enter into this Agreement;

(b) Assignor is the exclusive owner of all the right, title, and interest in the Service Mark.

4. Recordation of Assignment.

The parties agree that Assignee shall be responsible for recording the assignment memorialized in this Agreement with the United States Patent and Trademark Office, and that Assignee shall be responsible for the payment of all recording charges assessed by the United States Patent and Trademark Office in connection with the assignment.

In witness whereof, the parties have executed this Agreement, intending to bound thereby, on the dates indicated below their respective signatures:

Janitex Rug Service Corp.

By: [Signature]
Robert Burman, Chairman

Date: ~~December~~ ^{November} 14, 2005

The Matworks Company, LLC

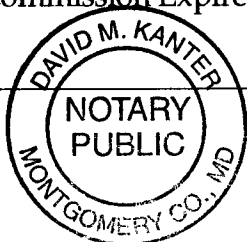
By: [Signature]
Robert Collins, Chief Executive Officer

Date: ~~December~~ ^{November} 14, 2005

Subscribed and sworn to before me this 14th day of ~~November~~ ^{December}, 2005.

[Signature]
Notary Public

My Commission Expires:

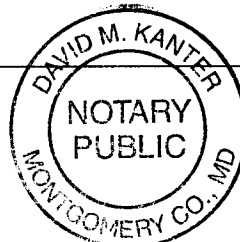


My comm. exp. April 21, 2009

Subscribed and sworn to before me this 14th day of ~~November~~ ^{December}, 2005.

[Signature]
Notary Public

My Commission Expires:



My comm. exp. April 21, 2009

SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement ("Agreement") is by and between Janitex Rug Service Corp., 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignor") and The Matworks Company, LLC, 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignee").

Whereas, Assignor is the owner of a service mark identified as "The Mat Works" that was registered in the United States Patent and Trademark Office as service mark registration no. 1,201,562 on July 13, 1982 (the "Service Mark"); and

Whereas, Assignee wishes to acquire all of Assignor's right, title, and interest in the Service Mark; and

Whereas, Assignor desires to assign all of its right, title, and interest in the Service Mark to the Assignee.

Now, therefore, the parties agree as follows.

1. Assignment.

Assignor hereby irrevocably assigns to Assignee all of its right, title, and interest in and to the Service Mark (including, but not limited to, all United States Patent and Trademark Office registration rights with respect to the Service Mark, and all good will associated with the Service Mark), and Assignee accepts such assignment.

2. Consideration.

In consideration of the assignment set forth in Section 1 of this Agreement, Assignor shall pay the sum of \$10.00 to Assignee. Further, Assignor and Assignee acknowledge that the assignment of the Service Mark memorialized by this Agreement is in further consideration of the separate written agreement between Assignor and Assignee whereby Assignor is selling substantially all of its assets to Assignee.

3. Representations and Warranties.

Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power, and authority to enter into this Agreement;

(b) Assignor is the exclusive owner of all the right, title, and interest in the Service Mark.

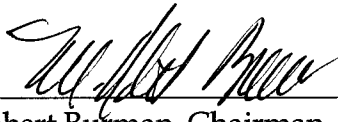
4. Recordation of Assignment.

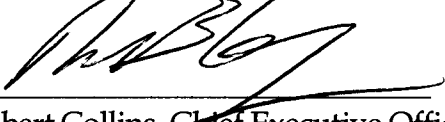
The parties agree that Assignee shall be responsible for recording the assignment memorialized in this Agreement with the United States Patent and Trademark Office, and that Assignee shall be responsible for the payment of all recording charges assessed by the United States Patent and Trademark Office in connection with the assignment.

In witness whereof, the parties have executed this Agreement, intending to bound thereby, on the dates indicated below their respective signatures:

Janitex Rug Service Corp.

The Matworks Company, LLC

By: 
Robert Burman, Chairman

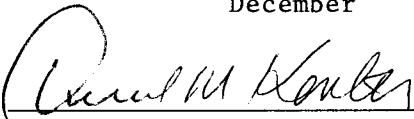
By: 
Robert Collins, Chief Executive Officer

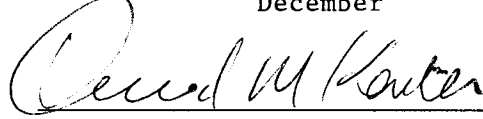
Date: ~~November~~ ^{December} 14, 2005

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Subscribed and sworn to before me this
14th day of ~~November~~ ^{December}, 2005.

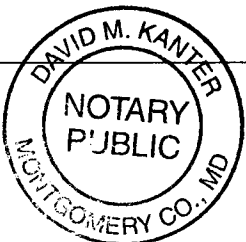
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14th day of ~~November~~ ^{December}, 2005.

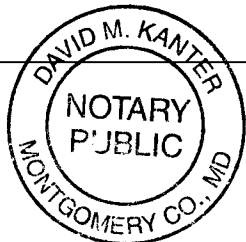

Notary Public


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SERVICE MARK ASSIGNMENT AGREEMENT

This Service Mark Assignment Agreement ("Agreement") is by and between Janitex Rug Service Corp., 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignor") and The Matworks Company, LLC, 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignee").

Whereas, Assignor is the owner of a service mark identified as "The Installworks" that was registered in the United States Patent and Trademark Office as service mark registration no. 2,544,957 on March 5, 2002 (the "Service Mark"); and

Whereas, Assignee wishes to acquire all of Assignor's right, title, and interest in the Service Mark; and

Whereas, Assignor desires to assign all of its right, title, and interest in the Service Mark to the Assignee.

Now, therefore, the parties agree as follows.

1. Assignment.

Assignor hereby irrevocably assigns to Assignee all of its right, title, and interest in and to the Service Mark (including, but not limited to, all United States Patent and Trademark Office registration rights with respect to the service mark, and all good will associated with the Service Mark), and Assignee accepts such assignment.

2. Consideration.

In consideration of the assignment set forth in Section 1 of this Agreement, Assignor shall pay the sum of \$10.00 to Assignee. Further, Assignor and Assignee acknowledge that the assignment of the Service Mark memorialized by this Agreement is in further consideration of the separate written agreement between Assignor and Assignee whereby Assignor is selling substantially all of its assets to Assignee.

3. Representations and Warranties.

Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power, and authority to enter into this Agreement;

(b) Assignor is the exclusive owner of all the right, title, and interest in the Service Mark.

4. Recordation of Assignment.

The parties agree that Assignee shall be responsible for recording the assignment memorialized in this Agreement with the United States Patent and Trademark Office, and that Assignee shall be responsible for the payment of all recording charges assessed by the United States Patent and Trademark Office in connection with the assignment.

In witness whereof, the parties have executed this Agreement, intending to bound thereby, on the dates indicated below their respective signatures:

Janitex Rug Service Corp.

By: [Signature]
Robert Burman, Chairman

Date: ~~December~~ November 14, 2005

The Matworks Company, LLC

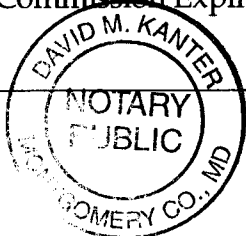
By: [Signature]
Robert Collins, Chief Executive Officer

Date: ~~December~~ November 14, 2005

Subscribed and sworn to before me this 14th day of ~~November~~, 2005.
December

[Signature]
Notary Public

My Commission Expires:

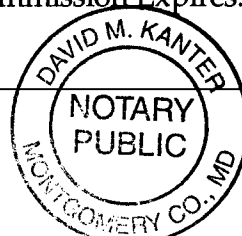


My comm. exp. April 21, 2009

Subscribed and sworn to before me this 14th day of ~~November~~, 2005.
December

[Signature]
Notary Public

My Commission Expires:



- My comm. exp. April 21, 2009

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is by and between Janitex Rug Service Corp., 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignor") and The Matworks Company, LLC, 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignee").

Whereas, Assignor is the owner of a trademark identified as "Meka" that was registered in the United States Patent and Trademark Office as trademark registration no. 2,566,972 on May 7, 2002 (the "Trademark"); and

Whereas, Assignee wishes to acquire all of Assignor's right, title, and interest in the Trademark; and

Whereas, Assignor desires to assign all of its right, title, and interest in the Trademark to the Assignee.

Now, therefore, the parties agree as follows.

1. Assignment.

Assignor hereby irrevocably assigns to Assignee all of its right, title, and interest in and to the Trademark (including, but not limited to, all United States Patent and Trademark Office registration rights with respect to the Trademark, and all good will associated with the Trademark), and Assignee accepts such assignment.

2. Consideration.

In consideration of the assignment set forth in Section 1 of this Agreement, Assignor shall pay the sum of \$10.00 to Assignee. Further, Assignor and Assignee acknowledge that the assignment of the Trademark memorialized by this Agreement is in further consideration of the separate written agreement between Assignor and Assignee whereby Assignor is selling substantially all of its assets to Assignee.

3. Representations and Warranties.

Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power, and authority to enter into this Agreement;


(b) Assignor is the exclusive owner of all the right, title, and interest in the Trademark.

4. Recordation of Assignment.

The parties agree that Assignee shall be responsible for recording the assignment memorialized in this Agreement with the United States Patent and Trademark Office, and that Assignee shall be responsible for the payment of all recording charges assessed by the United States Patent and Trademark Office in connection with the assignment.

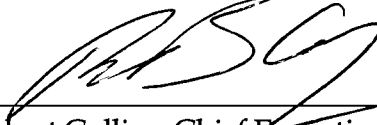
In witness whereof, the parties have executed this Agreement, intending to bound thereby, on the dates indicated below their respective signatures:

Janitex Rug Service Corp.

By: 
Robert Burman, Chairman

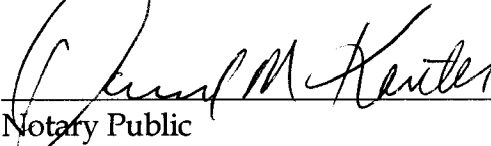
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The Matworks Company, LLC

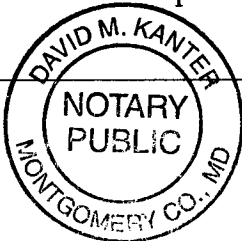
By: 
Robert Collins, Chief Executive Officer

Date: ~~November~~ December 14, 2005

Subscribed and sworn to before me this
14th day of ~~November~~ December, 2005.

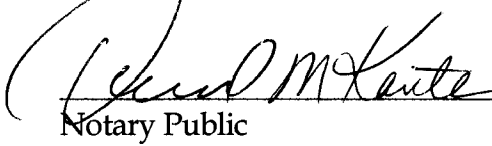

Notary Public

My Commission Expires:

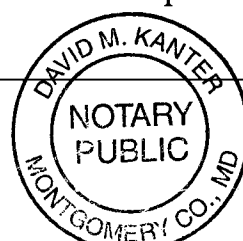


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Subscribed and sworn to before me this
14th day of ~~November~~ December, 2005.


Notary Public

My Commission Expires:



My comm. exp. April 21, 2009

PENDING TRADEMARK APPLICATION ASSIGNMENT AGREEMENT

This Pending Trademark Application Assignment Agreement ("Agreement") is by and between Janitex Rug Service Corp., 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignor") and The Matworks Company, LLC, 11900 Old Baltimore Pike, Beltsville, MD 20705 ("Assignee").

Whereas, Assignor is the owner of a trademark identified as "Z Step" that is the subject of a pending application for trademark registration in the United States Patent and Trademark Office, which trademark application is known as serial no. 78398414, filed on April 8, 2004 (the "Trademark"); and

Whereas, Assignee wishes to acquire all of Assignor's right, title, and interest in the Trademark; and

Whereas, Assignor desires to assign all of its right, title, and interest in the Trademark to the Assignee.

Now, therefore, the parties agree as follows.

1. Assignment.

Assignor hereby irrevocably assigns to Assignee all of its right, title, and interest in and to the Trademark (including, but not limited to, all United States Patent and Trademark Office registration rights with respect to the Trademark, and all good will associated with the Trademark), and Assignee accepts such assignment.

2. Consideration.

In consideration of the assignment set forth in Section 1 of this Agreement, Assignor shall pay the sum of \$10.00 to Assignee. Further, Assignor and Assignee acknowledge that the assignment of the Trademark memorialized by this Agreement is in further consideration of the separate written agreement between Assignor and Assignee whereby Assignor is selling substantially all of its assets to Assignee.

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Assignor represents and warrants to Assignee that:

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(b) Assignor is the exclusive owner of all the right, title, and interest in the Trademark.

4. Recordation of Assignment.

The parties agree that Assignee shall be responsible for recording the assignment memorialized in this Agreement with the United States Patent and Trademark Office, and that Assignee shall be responsible for the payment of all recording charges assessed by the United States Patent and Trademark Office in connection with the assignment.

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Janitex Rug Service Corp.

By: [Signature]
Robert Burman, Chairman

Date: ~~November~~ December 14, 2005

The Matworks Company, LLC

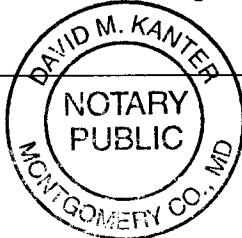
By: [Signature]
Robert Collins, Chief Executive Officer

Date: ~~November~~ December 14, 2005

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[Signature]
Notary Public

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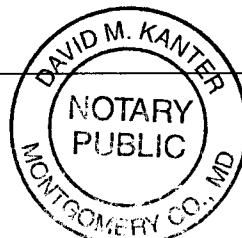


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Subscribed and sworn to before me this 14th day of ~~November~~ December, 2005.

[Signature]
Notary Public

My Commission Expires:



My comm. exp. April 21, 2009