

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
Service Brands International. L.L.C.		07/20/2007	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Ductz International L.L.C.
Street Address:	3948 Ranchero Drive
City:	Ann Arbor
State/Country:	MICHIGAN
Postal Code:	48108
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2982001	DUCTZ
Registration Number:	2924554	DUCTZ
Serial Number:	77124037	DUCTZ INDOOR AIR PROFESSIONALS
Serial Number:	77124036	DUCTZ INDOOR AIR PROFESSIONALS
Registration Number:	2915774	DUCTZ
Registration Number:	2890540	DUCTZ
Registration Number:	1747443	DUCTBUSTERS
Registration Number:	1698024	

CORRESPONDENCE DATA

Fax Number: (734)955-1777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-995-3110
 Email: trademark@butzel.com
 Correspondent Name: J. Michael Huget

CH \$215.00 2982001

Address Line 1: 350 South Main Street
Address Line 2: Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	130215-02 DUCTZ ASSIGNMEN
NAME OF SUBMITTER:	J. Michael Huget
Signature:	/j. michael huget/
Date:	07/20/2007

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of July 20, 2007 and made effective as of June 30, 2007 (the "Effective Date"), is made by and between SERVICE BRANDS INTERNATIONAL, L.L.C., a Michigan limited liability company ("Assignor"), and DUCTZ INTERNATIONAL L.L.C., a Michigan limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States Trademarks registrations identified and set forth on Schedule 1 (the "Trademarks") and the goodwill associated with the foregoing; and

WHEREAS, the membership interests of Assignee are being acquired by an independent third party pursuant to that certain Membership Interest Purchase Agreement, effective as of the Effective Date (the "Purchase Agreement");

WHEREAS, this Assignment is a condition precedent to consummation of the transactions contemplated by the Purchase Agreement; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to obtain from Assignor, the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, Assignor agrees in favor of Assignee as follows:

Assignor hereby irrevocably sells, assigns, transfers, together with the goodwill of the business in connection with which the Trademarks are used, and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Director of the U.S. Patent and Trademark Office and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional Trademarks protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

[Signature pages to follow]

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

SERVICE BRANDS INTERNATIONAL, L.L.C.

By: Robert P. Ufer
Robert P. Ufer

Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 20th day of July, 2007 before me Robert P. Ufer, known to me to be the Manager of Service Brands International, L.L.C., a Michigan limited liability company, who acknowledged that he signed this instrument as a free act on behalf of such company.

Linda E. Engelhardt
Linda E. Engelhardt
Notary Public, Macomb County, MI
Acting In Oakland County, MI
My Commission Expires: 11/20/07

129109

SCHEDULE A

TRADEMARKS

Mark	App. No.	Reg. No.	Registration Date
Ductz Stylized	78313274	2982001	8/2/05
Ductz	78297962	2924554	2/1/05
Ductz Indoor Air Professionals	77124037	Pending	Pending
Ductz Indoor Air Professionals	77124036	Pending	Pending
Ductz Stylized	76552195	2915774	1/4/05
Ductz	76544259	2890540	9/28/04
Ductbusters	74278047	1747443	1/19/93
Duck Logo	74090244	1698024	6/30/92