

**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
Ductz International L.L.C.		08/01/2007	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

Name:	Ductz Holdings LLC
Street Address:	185 Oakland Ave., Suite 300
City:	Birmingham
State/Country:	MICHIGAN
Postal Code:	48009
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

**PROPERTY NUMBERS Total: 8**

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

**CORRESPONDENCE DATA**

Fax Number: (248)351-3082  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (734) 222-4776  
 Email: jbisdorf@jaffelaw.com  
 Correspondent Name: Jeremy D. Bisdorf

CH \$215.00 1698024

Address Line 1: 201 S. Main St., Suite 300  
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	INREC-DUCTZ
NAME OF SUBMITTER:	Jeremy D. Bisdorf
Signature:	/jdb/
Date:	08/03/2007

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”), effective as of August 1, 2007 (the “Effective Date”), is by and between **DUCTZ INTERNATIONAL, L.L.C.**, a Michigan limited liability company (“Assignor”) and **DUCTZ HOLDINGS LLC**, a Michigan limited liability company (“Assignee”).

### Recitals:

- A. Assignor is the owner of record of the trademarks (the “Trademarks”) listed on Schedule A.
- B. Assignee desires to acquire all of Assignor’s entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor’s rights in the Trademarks.

NOW, THEREFORE, in exchange for One and 00/100 (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademarks are to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment, sale, conveyance and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon request, at Assignee’s expense, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in the Assignee, its heirs, successors, assigns or other legal representatives.
4. Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.
5. This Assignment will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.

6. This Agreement may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

ASSIGNOR:

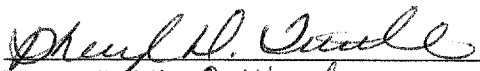
**DUCTZ INTERNATIONAL, L.L.C.**,  
a Michigan limited liability company,

By:   
Joe Ciolino, Chief Financial Officer

Dated: August 3, 2007

STATE OF MICHIGAN )  
 )ss  
COUNTY OF OAKLAND )

On August 3rd, 2007, before me personally came Joe Ciolino, to me known, who being sworn, did depose and say that he is the Chief Financial Officer of Ductz International, L.L.C., a Michigan limited liability company, the Assignor described in and which executed the within TRADEMARK ASSIGNMENT, and that he signed his name in such capacity by order of the said company.

  
Notary Public, Oakland County  
My commission expires: 7-17-2011

ASSIGNMENT ACCEPTED:

ASSIGNEE:

**DUCTZ HOLDINGS LLC**,  
a Michigan limited liability company




By:   
Joe Ciolino, Chief Financial Officer

Dated: August 3, 2007


**SCHEDULE A**

**TRADEMARKS**

**Registered Trademarks:**

<b>Reg. Number</b>	<b>Issue Date</b>	<b>Country</b>	<b>Trademark</b>
1698024	June 30, 1992	United States	
1747443	January 19, 1993	United States	<b>DUCTBUSTERS</b>
2890540	September 28, 2004	United States	<b>DUCTZ</b>
2915774	January 4, 2005	United States	
2924554	February 1, 2005	United States	<b>DUCTZ</b>
2982001	August 2, 2005	United States	

**Pending Applications:**

<b>Serial Number</b>	<b>Application Date</b>	<b>Country</b>	<b>Trademark</b>
77/124,036	March 7, 2007	United States	
77/124,037	March 7, 2007	United States	