

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
FirstGroup USA, Inc.		11/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FirstGroup America, Inc.		
Street Address:	600 Vine Street		
Internal Address:	Suite 1400		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3021683	FIRST SERVICES	
Registration Number:	3021684	FIRST SERVICES	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
Phone:	5139778527		
Email:	april.besl@dinsmore.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	April L Besl		
Address Line 1:	255 E Fifth Street		
Address Line 2:	Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	FIRSTGROUP		
NAME OF SUBMITTER:	April L Besl		

OP \$65.00 3021683

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**TRADEMARK
 REEL: 004661 FRAME: 0927**

Signature:	/april I besl/
Date:	11/17/2011
Total Attachments: 3 source=FIRST SERVICES Assignment#page1.tif source=FIRST SERVICES Assignment#page2.tif source=FIRST SERVICES Assignment#page3.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, FirstGroup USA, Inc., a Delaware corporation, having a place of business at One Centennial Plaza 705 Central Avenue, Suite 300, Cincinnati, OH 45202 (hereinafter "Assignor"), is the owner of the trademarks set forth on Schedule A of this Assignment (hereinafter collectively referred to as the "Trademarks");

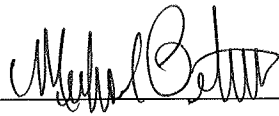
WHEREAS, FirstGroup America, Inc., a Florida corporation, having a place of business at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202 (hereinafter "Assignee"), desires to acquire all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record.

NOW, THEREFORE, for good and valuable consideration the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title, and interest in and to the aforesaid Trademarks, together with the goodwill of the business symbolized by the Trademarks.

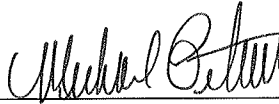
FURTHER, Assignor hereby covenants, agrees and undertakes to execute all confirmatory assignments, lawful oaths, and any other papers which Assignee may reasonably deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned. Assignee is responsible for all costs associated with maintenance of the Trademarks.

FirstGroup USA, Inc.



By: _____
Name: _____
Title: _____

FirstGroup America, Inc.



By: _____
Name: _____
Title: _____

SCHEDULE A

- (1) FIRST SERVICES, Reg. No. 3,021,683
- (2) FIRST SERVICES, Reg. No. 3,021,684