

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association (as successor by merger to Congress Financial Corporation (Southern)), as Agent		12/16/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76291411	PRESCRIPTION FOR COST CONTROL
Registration Number:	2190546	CLEAN N SIMPLE
Registration Number:	1730355	ENHANCE
Registration Number:	2014386	LINENMASTER
Registration Number:	1258959	N
Registration Number:	1312650	NATIONAL DUST CONTROL SERVICE
Registration Number:	2815415	NATIONAL LINEN RX
Registration Number:	1343535	NATIONAL HEALTHCARE LINEN SERVICE
Registration Number:	0843026	NATIONAL LINEN SERVICE
Registration Number:	1039873	NATIONAL UNIFORM SERVICE

CORRESPONDENCE DATA

OP \$265.00 76291411

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2136836339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 S. Flower St., 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	12/16/2005

Total Attachments: 6
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is executed as of December 16, 2005 ("Assignment Effective Date"), by WACHOVIA BANK, NATIONAL ASSOCIATION (successor by merger to Congress Financial Corporation (Southern)), in its capacity as agent ("Existing Agent") for itself and the Existing Lenders (as defined below) in favor of the Successor Agent (as defined below).

WITNESSETH:

WHEREAS, Existing Agent is party to that certain Amended and Restated Loan and Security Agreement (as amended and supplemented by Amendment No. 1 to Loan and Security Agreement, dated as of September 29, 2004, Amendment No. 2 to Loan and Security Agreement, dated as of October 20, 2004, and Amendment No. 3 to Loan and Security Agreement dated as of March 31, 2005, and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), dated as of July 31, 2004, by and among Atlantic Envelope Company LLC, a Georgia limited liability company, and National Linen and Uniform Service LLC, a Georgia limited liability company (collectively, "Borrowers"), National Service Industries, Inc., a California corporation ("NSI-CA") and National Service Industries, Inc., a Delaware corporation ("Parent and together with NSI-CA each individually a "Guarantor" and collectively, "Guarantors"), each of the lenders that is signatory thereto from time to time (each together with each of their successors and permitted assigns, individually, a "Lender", and, collectively, the "Lenders"), and Existing Agent;

WHEREAS, the grantor shown on the signature pages hereto ("Grantor") and Existing Agent are parties to that certain Trademark Collateral Assignment and Security Agreement dated as of July 31, 2004 (as amended, supplemented or modified from time to time, the "Trademark Security Agreement") concerning the trademarks and trademark applications shown on Schedule 1 attached hereto, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 31, 2004 at Reel 003038, Frame 0318;

WHEREAS, contemporaneously herewith, Existing Agent, the Lenders, and the Borrowers and Guarantors are entering into that certain Resignation and Appointment of Agent Agreement (the "Transfer Agreement"), pursuant to which Existing Agent shall resign as "Agent" and the Lenders shall appoint Wells Fargo Foothill, Inc., a California corporation ("WFF"), as successor "Agent" ("Successor Agent");

WHEREAS, in connection with the resignation of Existing Agent and the purchase of the Loans by WFF, Grantor, WFF, and the Lenders have requested that Existing Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to Successor Agent; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined above).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Agent, for good and adequate consideration described in the Transfer Agreement and in connection with such Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the date hereof to Successor Agent, in its capacity as Agent, for the benefit of Lenders, all of the rights, title and interest of Existing Agent in, to and under the Trademark Security Agreement.

2. Further Assurances. Existing Agent, agrees to cooperate with Successor Agent and take all actions reasonably requested by Successor Agent in order to fully carry out the terms of this Assignment or to permit Successor Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Grantor shall pay all costs and expenses of Existing Agent, including the fees and expenses of counsel to the Existing Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to principles of conflicts of laws.

5. Counterparts, Etc. This Agreement or any of the other Financing Agreements may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement or any of the other Financing Agreements by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Financing Agreements. Any party delivering an executed counterpart of any such agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

EXISTING AGENT:

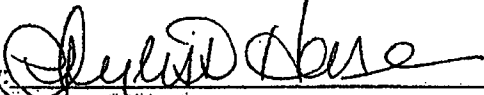
WACHOVIA BANK, NATIONAL ASSOCIATION
(as successor by merger to Congress Financial Corporation
(Southern)), in its capacity as Existing Agent

By: *Roanne Disalvatore*
Name: *Roanne Disalvatore*
Title: *Vice President*

[SIGNATURE PAGES TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT - NATIONAL LINEN]

SUCCESSOR AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation,
in its capacity as Successor Agent

By: 

Name: Phylliss Hasen
Title: Senior Vice President

GRANTOR:

NATIONAL LINEN AND UNIFORM SERVICE LLC,
a Georgia limited liability company

By: *Carol Ellis Morgan*
Name: **Carol Ellis Morgan**
Title: **Chief Executive Officer**

Schedule 1
to
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

Marks

Trademark	Registration Number	Registration Date	Expiration Date
Clean N Simple (stylized)	2,190,546	09/22/1998	9/22/2008
Enhance	1,730,355	11/03/1992	11/03/2012
LinenMaster®	2,014,386	08/31/1991	08/31/2011
N (stylized)	1,258,959	11/22/1983	11/22/2013
National Dust Control Service	1,312,650	01/01/1985	01/01/2005
National Dust Control Service (and design)	s-1172	06/17/1980	06/17/2010
National Linen R _x	2815415	02/17/2004	02/17/2014
National Healthcare Linen Service	1,343,535	06/18/1985	06/18/2005
National Linen Service	843,026	01/23/1968	01/23/2008
National Uniform Service	1,039,873	05/18/1976	05/18/2006

Trademark Application	Application/Serial Number	Application Date
Prescription for Cost Control	76/291,411	07/27/2001