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700181027757

RENEWAL

T-635

700181027757
05/19/10 --01034 --018 **96.25

FILED
10 MAY 19 PM 2:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N. CAUSSEAU

MAY 20 2010

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: ASURECARE
(Name of Mark Registered)

Dear Sir or Madam:

The enclosed Mark Renewal Application, specimen and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Ben D. Tobor
(Name of Person)

Greenberg Traurig, LLP
(Firm/Company)

1000 Louisiana Street, Suite 1700
(Address)

Houston, Texas 77002
(City/State and Zip Code)

For further information concerning this matter, please call:

Ben D. Tobor 10663.00056 at (713) 374-3568
(Name of Person) (Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILING FEE: \$87.50 per class
CERTIFICATE OF RENEWAL: \$ 8.75 (OPTIONAL)

(NOTE: The information contained in this cover letter will be included in the permanent record and will be available to the general public.)

MARK RENEWAL APPLICATION

Name and Mailing Address of Owner:

AsureCare Corp.

Return To: Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

FILED
MAY 19 PM 2:08
TALLAHASSEE, FLORIDA

1) Mark Registered: ASURECARE

2) Registration Number: T00000000635

3) Date Filed: May 31, 2000 4.) Renewal Date: May 31, 2010 5.) Class(es) Filed: 36

6) Renewal statement pursuant to section 495.071, Florida Statutes. Below you must state the mark is still in use in Florida or state the reason for its nonuse is not due to any intention to abandon the mark.

The mark is still in use in Florida.

7) If the mark is still in use, a specimen showing actual use of the mark is included with this application.

8) If applicant is a business entity, enter the state of incorporation/formation/organization: Florida

AsureCare Corp.

Typed or Printed Name of Owner

Ardee Toppe, President

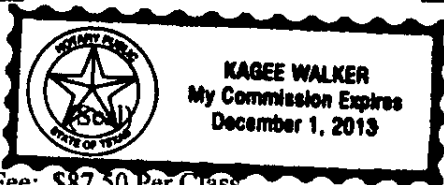
Owner's Signature or Authorized Person's Signature

STATE OF TEXAS

COUNTY OF HARRIS

On this 17th day of May 2010, ARDEE TOPPE personally appeared before me,

who is personally known to me whose identity I proved on the basis of



Kagee Walker
Notary Public's Signature

KAGEE WALKER
Notary Public's Printed Name

Fee: \$87.50 Per Class
Certificate of Renewal: \$8.75 (Optional)

Terms and Conditions

PARTS - Under this plan, we will replace all parts found to be defective in material or workmanship under normal use and service for the Goodman Product(s) listed on the Agreement at no cost to you for the specified period. We will endeavor to provide parts and render prompt service at all times, but will not be responsible for delays due to strikes or nonavailability of replacement parts, or any cause beyond our control. Such delays shall not result in extensions to the Agreement period, but the repair will be completed under the terms of this Agreement.

LABOR - We are responsible for furnishing servicing labor related to the replacement of Goodman parts at no cost to you in fulfillment of the Agreement. Replacement of inoperative parts under the terms of this Agreement must be performed by an Authorized Dealer during their normal business hours (unless other arrangements are made by us).

TRAVEL - We are responsible for furnishing the travel cost in the repair.

OWNERSHIP - The AsureCare Extended Warranty Plan remains in full force until the expiration date shown on the face of the Agreement, so long as the Product remains at the original address of installation. Ownership is transferable by the first or subsequent purchaser(s). Ownership is transferable to the new owner by sending the Agreement and a letter of instruction to the address under Factory Assistance.

CANCELLATION - If at any time the product cannot be repaired, if repair parts are no longer available or if the product is located in an area where we do not have authorized service available, we may cancel the Agreement and refund 100% of the unearned portion of the Agreement. If for any reason you wish to cancel the Agreement, we will provide a full refund within the first thirty days of purchase, after which a pro rata refund will be granted for 100% of the unexpired portion of the Agreement measured from the date you return the Agreement along with a written request for a refund. There are no deductions for claims paid against the Agreement.

EXPIRATION - If this Agreement is not renewed at the expiration date shown on the face of the Agreement, all of our obligations hereunder cease on the expiration date shown. We may, but shall not be obligated to, send you a renewal notice within 60 days prior to the expiration date. If you do not receive a renewal notice, please contact us directly 60 days before the expiration date of your current Agreement.

APPLICATION - This Extended Service plan does not apply to Product(s) or parts thereof which have been subject to alteration, misuse, abuse, accident, improper installation, damage, excessive voltage, acts of nature, corrosion, commercial use or service other than that approved by Goodman.

The plan does not cover the following:

Non Goodman Equipment, Decoration and trim, Wall thermostats, Fuses, circuit breakers outside the Products, Air filters and electronic cleaners, Condensate pumps and Drains not provided by Goodman, Humidifiers, Electrical service beyond covered Products, Cabinets and housing, Ducts and vents, Bases and mounting, Cost of equipment used to perform service, Paint, finish or rust, [Adjustments], Freight on parts, [State/local tax on service parts and/or labor].

PURCHASER'S RESPONSIBILITIES - You will be responsible for the costs of any service call requested to demonstrate or confirm the proper operation of the Product(s), to correct an improper installation, or to correct malfunctions in the Product(s) related to operation of the Product(s) in a manner not prescribed by, or cautioned against, in the Goodman Operating and Installation Instructions. This is not a maintenance contract. It does not cover the cost of routine maintenance. Goodman recommends you contact your Authorized Dealer to arrange seasonal maintenance. Owner's responsibilities include providing normal care and maintenance. This includes but is not limited to cleaning evaporator or condenser coils, drain, burners or heat exchangers, lubrication, adjustments, normal filter maintenance, and having the Product(s) reasonably accessible for service.

The Purchaser will be responsible for structural alterations of the premises necessary to service, replace, or repair parts otherwise covered by this Plan.

OVERTIME - Overtime is not covered by this Plan. It may be charged to you if you choose not to wait until normal business hours to have the repairs made.

LIMITATIONS - Our obligations under the Agreement is limited strictly to its terms. Service must be performed in an approved manner by the Authorized Dealer. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY ARE LIMITED TO THE DURATION OF THE COMPLETE UNIT WARRANTY DESCRIBED HEREIN, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO EXTRA UTILITY EXPENSES OR LOSSES TO PERSONS OR PROPERTY ARISING OUT OF THE FAILURE OF THIS EQUIPMENT TO OPERATE FOR ANY REASON WHATSOEVER, FOR BREACH OF ANY WARRANTY WHETHER EXPRESS OR IMPLIED ARE EXCLUDED. Some states do not allow limitations on how long an implied warranty lasts or the exclusions of consequential or incidental damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

APPLICABLE LAW - The sale of the AsureCare Extended Warranty Plan is complete only upon receipt and acceptance of your application and the issuance of the Agreement at Houston, Texas. This sale is entered into in the State of Texas.

MODEL AND SERIAL NUMBER - The Product(s) model and serial number as shown on the face of the Agreement. You should confirm the information by comparing this information to the nameplate attached to the Product(s). You should notify us immediately in writing if there are any errors, omissions or discrepancies.

AGREEMENT NUMBER - You should always use the Agreement number shown on the face of the Agreement, plus the model and serial numbers when talking or writing to AsureCare Corp. or your Authorized Dealer regarding the Agreement or servicing performed under the Agreement. If you do not inform the Authorized Dealer of the existence of this Extended Service Plan, you will be responsible for obtaining reimbursement for any parts and/or service labor paid by you to the Authorized Dealer. If you do not use an Authorized Dealer, you will be responsible for the cost of the repair and will not be entitled to reimbursement.

FACTORY ASSISTANCE - If you want to transfer ownership, inquire about a renewal, or are unable to contact your Authorized Dealer, write to AsureCare Consumer Affairs, AsureCare Corp., 1501 Seamist, Houston, Texas 77008, or call [(713) 861-2500].

OFFICIAL SPECIMEN