

05-03-2001



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4-23-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
 February 1, 2000

Conveying Party

Mark if additional names of conveying parties attached

Name Covington Enterprises, Inc. Execution Date
Month Day Year
 Feb. 1, 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Indiana

Receiving Party

Mark if additional names of receiving parties attached

Name Roach Busters, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1024 Spring Street

Address (line 2)

Address (line 3) Washington Georgia 30673
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization Georgia

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40.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20221

TRADEMARK
REEL: 002285 FRAME: 0250

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

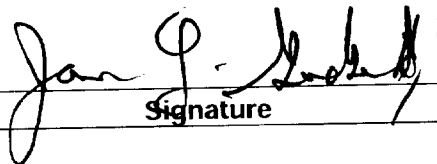
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James L. Godschalk, Jr.

Name of Person Signing



Signature

4/1/2001

Date Signed

TERMINATION AGREEMENT

This Termination Agreement ("Agreement") is made this 1st day of Feb, 2000 by and between Covington Enterprises, Inc., an Indiana corporation ("Covington") and Roach Busters, Inc., a Georgia corporation ("Roach Busters").

RECITALS

A. Covington and Roach Busters are parties to that certain Asset Purchase Agreement dated August 7, 1998, a copy of which is attached to this Agreement as Exhibit "A," ("Asset Purchase Agreement") under which Covington was to purchase from Roach Busters certain assets used in connection with the production and marketing of a trademarked product called Roachsnax (the "Product").

B. Under the Asset Purchase Agreement, Covington was to pay certain amounts to Roach Busters for the Product, as more fully set forth in the Asset Purchase Agreement.

C. Covington has not fully paid Roach Busters for the Product, nor has delivery of all of the "Assets" (as that term is defined in the Asset Purchase Agreement) been made to Covington.

D. As part of the transaction surrounding the purchase of the Product by Covington, Roach Busters, Covington, Tim Hansford, Joe Yanken, David Childers and Tony Gay executed that certain Non-disclosure and Restrictive Covenant Agreement dated August 7, 1998 ("Restrictive Covenant").

E. The parties desire to terminate the Asset Purchase Agreement and Restrictive Covenant with Covington returning the Product to Roach Busters and both parties terminating any and all liability or obligations to each other under the Agreement and the Restrictive Covenant.

NOW, THEREFORE, in consideration and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree as follows:

1. ***Incorporation of Recitals.*** The above-stated recitals are incorporated into this Agreement as substantive provisions describing the intent of the parties and the circumstances surrounding this transaction.

2. ***Termination of Asset Purchase Agreement.*** As of the date hereof (the "Termination Date"), Covington and Roach Busters agree that any and all liabilities and obligations of either party to the other under the Asset Purchase Agreement are terminated, that the Asset Purchase Agreement is canceled and of no further force or effect, and that all of the "Assets" of Roach Busters purchased by Covington under the Asset Purchase Agreement are hereby sold, transferred and conveyed to

Roach Busters in consideration of the termination of all liabilities of Covington under the Asset Purchase Agreement. In furtherance of the foregoing, this Agreement shall operate as a bill of sale reconveying the "Assets" to Roach Busters.

3. **Termination of Restrictive Covenant.** As of the Termination Date and consideration of the mutual termination of their obligations, the parties agree that the Restrictive Covenant is canceled and of no further force or effect and that the parties shall have no further rights or obligations thereunder.

4. **Security Interest.** Roach Busters hereby agrees that it shall release any and all security interests filed under Covington's name pursuant to the Asset Purchase Agreement, including, but not limited to, any security agreements and UCC financing statements used to perfect Roach Busters' security interest as provided under Paragraph 4 of the Asset Purchase Agreement.

5. **Representations and Warranties.** Covington represents and warrants that the "Assets" are transferred to Roach Busters free and clear of the liens or encumbrances of any third party. Except for such representation, THE PARTIES AGREE THAT COVINGTON'S TRANSFER OF THE ASSETS TO ROACH BUSTERS IS MADE WITHOUT ANY REPRESENTATION OR WARRANTY AND THE ASSETS ARE TRANSFERRED TO ROACH BUSTERS "AS IS." The parties acknowledge and agree that the Assets are already in the possession of Roach Busters at its George facilities.

6. **Excluded Assets.** It is expressly agreed by the parties that Covington is not transferring, conveying or selling any of its title to any "Cases" (as that term is defined in Section 2.1.1 of the Asset Purchase Agreement) which have already been paid for by Covington.

7. **Mutual Release.** As of the Termination Date, Covington and Roach Busters hereby release and discharge each other and their respective successors and assigns of and from all manner of actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity (collectively "Claims"), which the releasing and discharging party or successor or assign of such party had, now has or hereafter can, shall or may have against the other party hereto or its successors or assigns for, upon or by reason of any matter, cause or thing arising out of the Asset Purchase Agreement or Restrictive Covenant. This release does not apply to any Claim either party may have against the other under any distributorship or sales representative arrangements they may enter into as of or after the Termination Date.

8. **Assignment.** A party may not assign the party's rights or obligations under this Agreement unless the consent of each other party prior to such assignment is first obtained, which consent may not be unreasonably withheld. Any such attempted assignment by a party without first obtaining the other party's consent shall be null and void and of no force or effect.

9. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and assigns.

10. **Governing Law.** This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance, or otherwise by the laws of the State of Indiana.

11. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.

12. **Amendments and Modification.** No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the parties.

13. **Section Headings.** The section headings in this Agreement are included solely for convenience, and shall in no event affect or be used in connection with the interpretation of this Agreement.

14. **Warranty of Authority.** Covington and Roach Busters represent their right, title and authority to enter into this Agreement without the consent, joinder or approval of any person or entity, including without limitation, partners, shareholders, trustees or mortgagees. In addition, the undersigned individuals executing these documents represent that they have the requisite authority to bind their respective principals.

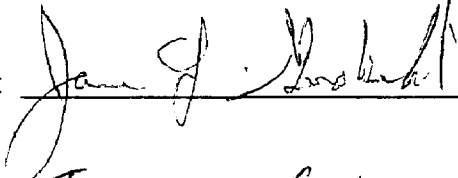
15. **Multiple Counterparts; Facsimile Signatures.** For the convenience of the parties, this Agreement may be separately executed in multiple counterparts by the respective parties, each of which counterpart shall be deemed to be merged into one original document effective immediately upon execution by the second party to sign this Agreement. The parties further agree that the receipt of facsimile reproductions of this Agreement bearing the signature of both parties shall constitute a binding agreement.

16. **Attorneys' Fees.** In the event of any dispute between the parties arising out of or relating to this Agreement, in addition to any other relief, the prevailing party in any action brought to resolve such dispute shall be entitled to recover his reasonable costs incurred, including attorneys' fees.

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So executed and agreed as of the date first written above.

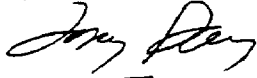
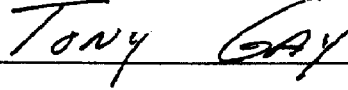
COVINGTON ENTERPRISES, INC.

By: 

JAMES L Godschalk
(Printed Name)

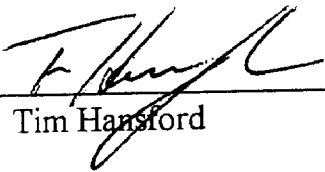
SECRETARY - TREASURER
(Printed Title)

ROACH BUSTERS, INC.


By: 


TONY GAY
(Printed Name)

PRESIDENT
(Printed Title)


Tim Hansford


Joe Yanken


David Childers


Tony Gay