

05-11-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): WESTERN INDUSTRIES, INC. S.7.04
Individual(s) Association General Partnership Limited Partnership
[checked] Corporation-State DELAWARE
Other
Additional name(s) of conveying party(ies) attached? [checked] Yes [] No

2. Name and address of receiving party(ies) Name: ROLLINS, INC. Internal Address: Street Address: 2170 PIEDMONT RD. NE City: ATLANTA State: GA Zip: 30324
Individual(s) citizenship Association General Partnership Limited Partnership
[checked] Corporation-State GEORGIA
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [checked] No

3. Nature of conveyance:
[checked] Assignment Merger
[] Security Agreement Change of Name
[] Other
Execution Date: 04/30/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,857,926
Additional number(s) attached [checked] Yes [] No

6. Total number of applications and registrations involved: 12

5. Name and address of party to whom correspondence concerning document should be mailed: Name: BRYAN W. BOCKHOP, ESQ. Internal Address: ARNALL GOLDEN GREGORY LLP 2800 ONE ATLANTIC CENTER Street Address: 1201 W. PEACHTREE ST. City: ATLANTA State: GA Zip: 30309-3450

7. Total fee (37 CFR 3.41) \$ 315.00
[checked] Enclosed
[] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. BRYAN W. BOCKHOP Name of Person Signing [Signature] Signature 05/04/2004 Date
Total number of pages including cover sheet, attachments, and document: 15

OPR/FINANCE 2004 MAY -7 AM 7:57

05/10/2004 MGETACHE 00000029 1857926

01 FC:8521 02 FC:8522

40.00 OP 275.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002966 FRAME: 0272

ADDITIONAL ASSIGNORS

WESTERN INDUSTRIES, INC., a New Jersey corporation

WESTERN EXTERMINATING COMPANY, INC., a New Jersey corporation,

WESTERN EXTERMINATING CO., INCORPORATED, a Delaware corporation

WESTERN EXTERMINATING COMPANY OF ATLANTIC CITY, INC., a New
Jersey corporation

WESTERN EXTERMINATING COMPANY OF DELAWARE, a Delaware corporation

WESTERN EXTERMINATING COMPANY OF FLORIDA, INC. a Florida corporation

WESTERN EXTERMINATING COMPANY OF MARYLAND, INC., a Maryland
corporation

WESTERN EXTERMINATING COMPANY OF PENNSYLVANIA, a Pennsylvania
corporation

WESTERN EXTERMINATING COMPANY OF VIRGINIA, INC., a Virginia
corporation

JBD INCORPORATED, a Delaware corporation

WESTERN TERMITE & PEST CONTROL OF NORTH CAROLINA, INC., a North
Carolina corporation

MEA REALTY CO., L.L.C.

WEME ASSOCIATES, L.L.C.

WECO REALTY CORPORATION

ADDITIONAL REGISTRATION NUMBERS

Registration No.	Servicemark or Trademark
1,586,105	Western Termite & Pest Control
1,648,477	Western
1,722,482	Caring People...Careful Solutions
1,782,720	Mouse House
2,430,111	Triple Line of Defense
2,290,073	Western
2,291,051	Western and Design
2,079,710	Western Pest Services
2,786,442	Watchdog
1,712,568	Western and Design
1,664,578	Western Industries, Inc.

SCHEDULE A

Marks

Registered Servicemarks and Trademarks:

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
Western Termite & Pest Control and Design	1,857,926	October 11, 1994
Western Termite & Pest Control	1,586,105	March 6, 1990
Western	1,648,477	June 18, 1991
Caring People... Careful Solutions	1,722,482	October 6, 1992
Mouse House	1,782,720	July 20, 1993
Triple Line of Defense	2,430,111	February 20, 2001
Western	2,290,073	November 2, 1999
Western and Design	2,291,051	November 9, 1999
Western Pest Services	2,079,710	July 15, 1997
Watchdog	2,786,442	November 25, 2003
Western and Design	1,712,568	September 1, 1992
Western Industries, Inc.	1,664,578	November 12, 1991

Unregistered Servicemarks and Trademarks:

None.

Pending Servicemark or Trademark Applications:

None.

Registered Servicemarks and Trademarks Applications:

Servicemark or Trademark	Application Number	Application Date
None.		

Trade Names:

1. Western Termite and Pest Control
2. Western Fumigation
3. Western Pest Services
4. Diamond Pest Control
5. Western Cleaning Services
6. Greenwich Exterminating
7. Connecticut Pest Control
8. Western Pest Control
9. Advanced Unified Exterminating
10. Melco Pest Management
11. Melco Laboratories
12. Western Bird Services

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is made as of the 30th day of April, 2004, by and among ROLLINS, INC., a Delaware corporation ("Assignee"), on the one hand; and WESTERN INDUSTRIES, INC., a New Jersey corporation, WESTERN EXTERMINATING COMPANY, INC., a New Jersey corporation, WESTERN EXTERMINATING CO., INCORPORATED, a Delaware corporation, WESTERN EXTERMINATING COMPANY OF ATLANTIC CITY, INC., a New Jersey corporation, WESTERN EXTERMINATING COMPANY OF DELAWARE, a Delaware corporation, WESTERN EXTERMINATING COMPANY OF FLORIDA, INC. a Florida corporation, WESTERN EXTERMINATING COMPANY OF MARYLAND, INC., a Maryland corporation, WESTERN EXTERMINATING COMPANY OF PENNSYLVANIA, a Pennsylvania corporation, WESTERN EXTERMINATING COMPANY OF VIRGINIA, INC., a Virginia corporation, JBD INCORPORATED, a Delaware corporation, WESTERN TERMITE & PEST CONTROL OF NORTH CAROLINA, INC., a North Carolina corporation, MEA REALTY CO., L.L.C., WEME ASSOCIATES, L.L.C., and WECO REALTY CORPORATION (collectively, "Assignor"), on the other hand.

RECITAL

A. Orkin, Inc., a Delaware corporation and a wholly-owned subsidiary of Assignee ("Orkin"), and Assignor are parties to an Asset Purchase Agreement dated as of March 8, 2004, and amended as of April 30, 2004 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Orkin or a Related Person of Orkin and Orkin has agreed to buy from Assignor the Assets, including without limitation the servicemarks, trademarks, trade names, and copyrights of Assignor.

B. Orkin and Assignee have entered into an Assignment and Assumption of Asset Purchase Agreement dated April 29, 2004 (the "Assignment Agreement"), pursuant to which Orkin has assigned to Assignee, and Assignee has accepted the assignment of, all of Orkin's rights and obligations under the Purchase Agreement with regard to the Intellectual Property Assets.

C. In accordance with the Purchase Agreement and the Assignment Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of:

(i) all of Assignor's worldwide right, title and interest in, to and under Assignor's Marks, including without limitation the Marks listed on Schedule A attached hereto and incorporated herein by reference ;

(ii) all of Assignor's worldwide right, title and interest in, to and under all of Assignor's Copyrights, including without limitation the Copyrights listed in Schedule B attached hereto and incorporated herein by this reference;

(iii) all of Assignor's worldwide right, title and interest in, to and under all of Assignor's mask words;

(iv) all of Assignor's worldwide right, title and interest in, to and under all of Assignor's Net Names, including without limitation the Net Names listed in Schedule C attached hereto and incorporated herein by this reference; and

(v) all of Assignor's worldwide right title and interest in, to and under all of Assignor's Trade Secrets.

ASSIGNMENT

NOW, THEREFORE, Assignor, for and in consideration of the payment of the purchase price set forth in the Purchase Agreement and the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of all of Assignor's worldwide right, title and interest in, to and under:

(a) the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby;

(b) the Copyrights,

(c) Assignor's mask words;

(d) the Net Names; and

(e) the Trade Secrets,

(f) all rights to sue for infringement of any Mark, Copyright, Assignor's mask words or any Net Name, or misappropriation or disclosure of any Trade Secret, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions of any Mark that may hereafter be secured by Assignee under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction,

the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment will be governed by and construed under the laws of the State of Georgia without regard to conflicts-of-laws principles that would require the application of any other law.

This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.


The terms of the Purchase Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, enlarged or modified hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

[Signatures on following pages.]

ASSIGNOR:

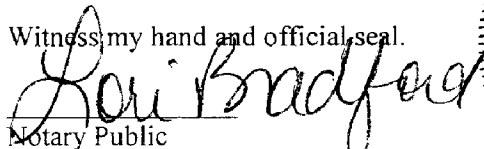
WESTERN INDUSTRIES,
INC.

By: 
Robert A. Sameth,
President

State of Georgia) ss.:
County of Fulton)

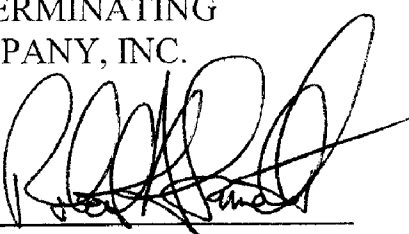
On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN INDUSTRIES, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public



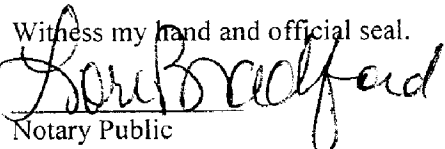
WESTERN
EXTERMINATING
COMPANY, INC.

By: 
Robert A. Sameth,
President

State of Georgia) ss.:
County of Fulton)

On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN EXTERMINATING COMPANY, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

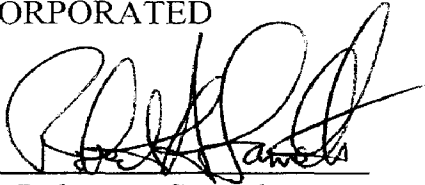

Notary Public



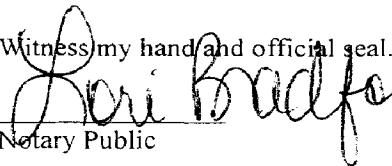
(continued) SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

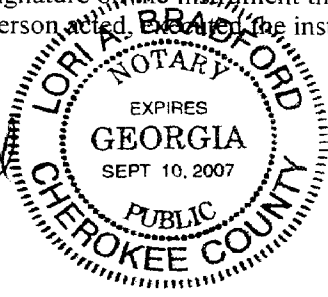
WESTERN
EXTERMINATING CO.,
INCORPORATED

State of Georgia) ss.:
County of Fulton)

By: 
Robert A. Sameth,
President

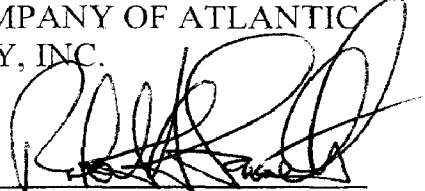
On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN EXTERMINATING CO., INCORPORATED, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

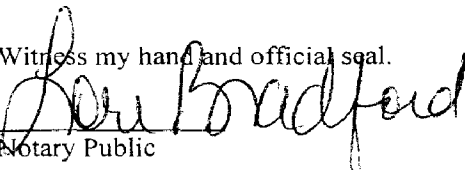


WESTERN EXTERMINATING
COMPANY OF ATLANTIC
CITY, INC.

State of Georgia) ss.:
County of Fulton)

By: 
Robert A. Sameth,
President

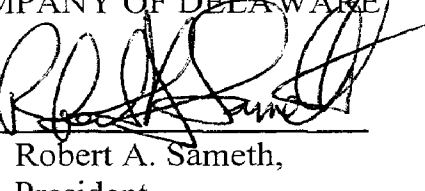
On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN EXTERMINATING COMPANY OF ATLANTIC CITY, INC., ~~L.A.S.~~, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

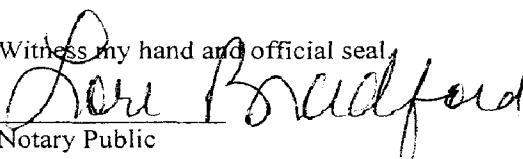


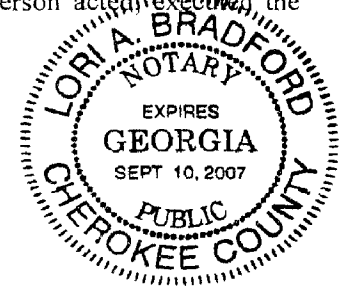
WESTERN EXTERMINATING
COMPANY OF DELAWARE

State of Georgia) ss.:
County of Fulton)

By: 
Robert A. Sameth,
President


On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN EXTERMINATING COMPANY OF DELAWARE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public



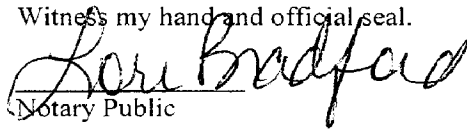
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

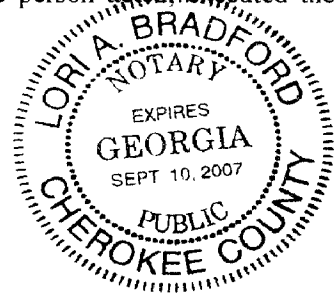
WESTERN EXTERMINATING COMPANY OF FLORIDA, INC. State of Georgia) ss.:
County of Fulton)

By: 
Robert A. Sameth,
President

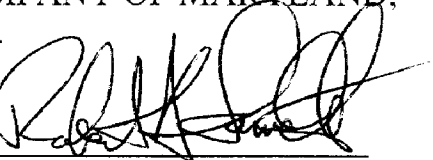
On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN EXTERMINATING COMPANY OF FLORIDA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

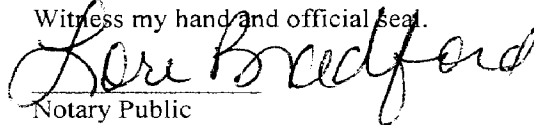


WESTERN EXTERMINATING COMPANY OF MARYLAND, INC. State of Georgia) ss.:
County of Fulton)

By: 
Robert A. Sameth,
President

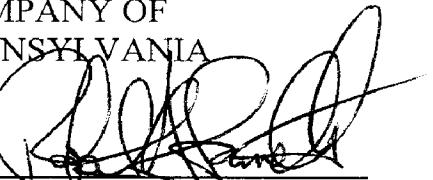
On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN EXTERMINATING COMPANY OF MARYLAND, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public

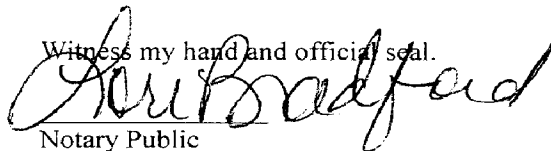


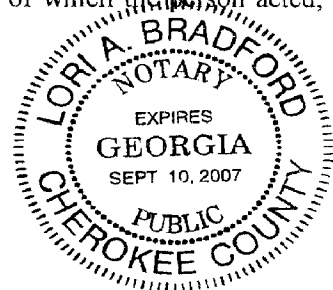
WESTERN EXTERMINATING COMPANY OF PENNSYLVANIA State of Georgia) ss.:
County of Fulton)

By: 
Robert A. Sameth,
President

On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN EXTERMINATING COMPANY OF PENNSYLVANIA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

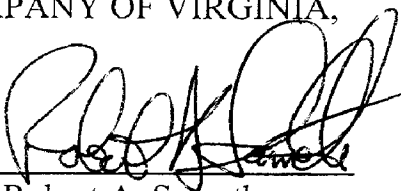

Notary Public



**(continued) SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

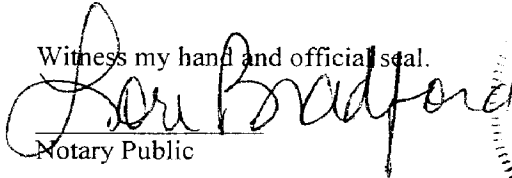
WESTERN EXTERMINATING
COMPANY OF VIRGINIA,
INC.

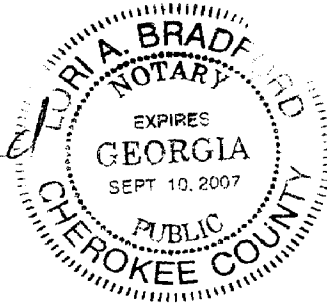
State of Georgia) ss.:
County of Fulton)

By: 
Robert A. Sameth,
President

On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN EXTERMINATING COMPANY OF VIRGINIA, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

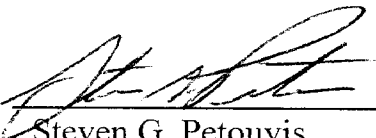
Witness my hand and official seal.


Notary Public



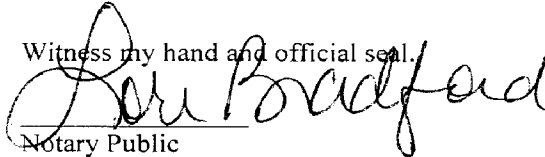
JBD INCORPORATED

State of Georgia) ss.:
County of Fulton)

By: 
Steven G. Petouvis,
President

On this 30th day of April, 2004, before me, personally appeared Steven G. Petouvis, President of JBD INCORPORATED, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

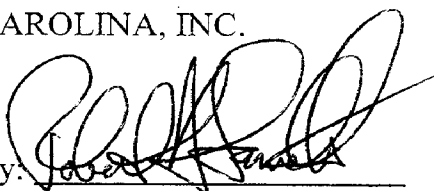
Witness my hand and official seal.


Notary Public



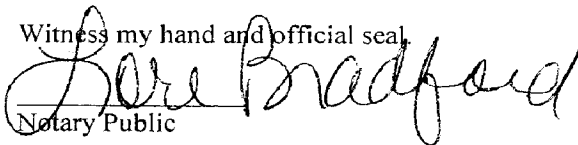
WESTERN TERMITE & PEST
CONTROL OF NORTH
CAROLINA, INC.

State of Georgia) ss.:
County of Fulton)

By: 
Robert A. Sameth,
President

On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WESTERN TERMITE & PEST CONTROL OF NORTH CAROLINA, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public



(continued) SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

MEA REALTY CO., L.L.C.

State of Georgia ss.:
County of Fulton

By: [Signature]
Robert A. Sameth,
President

On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of MEA REALTY CO., L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



WEME ASSOCIATES, L.L.C.

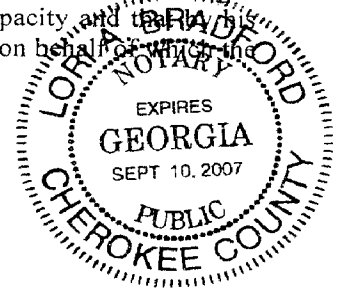
State of Georgia ss.:
County of Fulton

By: [Signature]
Robert A. Sameth,
President

On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WEME ASSOCIATES, L.L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



WECO REALTY CORPORATION

State of Georgia) ss.:
County of Fulton)

By: [Signature]
Robert A. Sameth,
President

On this 30th day of April, 2004, before me, personally appeared Robert A. Sameth, President of WECO REALTY CORPORATION, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



SCHEDULE B

Copyrights

Registered Copyrights:

Copyright	Author	U.S. Registration No.	Registration Date
A Guaranteed pest free environment for your restaurant!	Western Industries, Inc.	TX920768	February 17, 1982
Western termite and pest control, the professionals!	Western Industries, Inc.	TX152353	August 1, 1978
Western is getting the bugs out of America / Western Industries, Inc.	Western Industries, Inc.	SRu20389	February 17, 1981
Rodenticides.	Western Industries, Inc.	PAu1052609	October 30, 1987
Long rodding.	Western Industries, Inc.	PAu397794	March 9, 1982
Insecticides.	Western Industries, Inc.	PA365505	April 20, 1988
Rodenticides.	Western Industries, Inc.	PA365475	April 20, 1988
Space treating.	Western Industries, Inc.	PA326691	April 28, 1987
Treating outside soil.	Western Industries, Inc.	PA311780	November 7, 1986
Carpenter ant treatment.	Western Industries, Inc.	PA195429	October 12, 1983
Biology and habits of carpenter ants.	Western Industries, Inc.	PA182403	August 29, 1983
Professional customer care.	Western Industries, Inc.	PA179250	July 18, 1983
Pest control in health care facilities.	Western Industries, Inc.	PA176944	May 18, 1983
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