

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)/Execution Date(s):

Marks Pest Control Company

- Individual(s)                   Association  
 General Partnership           Limited Partnership  
 Corporation-State Illinois  
 Other \_\_\_\_\_

Citizenship (see guidelines) U.S.A.

Execution Date(s) December 1, 2004

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance:

- Assignment                           Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Rentokil, Inc. - Pest Control Services

Internal Address: \_\_\_\_\_

Street Address: PO Box 957149

City: Duluth

State: GA

Country: U.S.A. Zip: 30095

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Delaware  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1412932

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen A. Drews

Internal Address: Holland & Knight LLP

Street Address: 131 S. Dearborn St., 30th Fl.

City: Chicago

State: IL Zip: 60603

Phone Number: 312-263-3600

Fax Number: 312-578-6666

Email Address: kristen.fligel@hkllaw.com

### 6. Total number of applications and registrations involved:

1

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 13-0045

Authorized User Name Maureen A. Drews

9. Signature: *Maureen A. Drews*

Signature

Maureen A. Drews

Name of Person Signing

12/13/04

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700138649

TRADEMARK  
REEL: 002992 FRAME: 0755

CH \$40.00 130045 1412932

**TRADEMARK ASSIGNMENT**

*December*

THIS TRADEMARK ASSIGNMENT (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of ~~November~~, 2004 by and between Marks Pest Control Company, an Illinois corporation, having a principal place of business at 1057 W. GRAND Chicago, Illinois 60622, ("MPC") and Rentokil, Inc. - Pest Control Services, a Delaware corporation ("Rentokil").

**WITNESSETH**

WHEREAS, MPC is the owner of certain marks, names, trade names, trademarks, service marks and logos, including, without limitation, the marks listed on Attachment A hereto (collectively the "Marks");

WHEREAS, MPC heretofore has transferred and agreed to transfer to Rentokil certain Assets (as defined in the Purchase Agreement), including the Marks and MPC's business to which Mr. Marks pertain, by means of and subject to the terms and limitations of the Purchase and Sale Agreement between MPC, its shareholders, and Rentokil, dated December 1, 2004 (the "Purchase Agreement", the terms and conditions of which are incorporated herein by this reference);

WHEREAS, Rentokil wishes to acquire, and MPC wishes to transfer, sell, assign, and convey Mr. Marks, including all common law rights therein and all applications to register and registrations thereof, together with the goodwill that they represent and all right, title and interest thereto;

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. MPC hereby transfers, sells, assigns, and conveys unto Rentokil the Marks, including the goodwill that they represent and that portion of MPC's business to which the Marks pertain, and all right, title and interest therein, on a world-wide basis, as well as the right to sue and collect damages in Rentokil's own name for any and all past, present or future infringement, dilution, or other injury to the goodwill thereof.
2. MPC agrees to execute and deliver to Rentokil any and all such instruments of transfer and other documents as Rentokil may request to effect the purposes of this Agreement.

3. This Agreement is executed and delivered in, and shall be construed and enforced in accordance with the domestic laws of the State of Illinois, and shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement.

IN WITNESS WHEREOF, MPC and Rentokil have caused this Agreement to be executed as of the date first above written.

**MARKS PEST CONTROL COMPANY**

**RENTOKIL, INC. - PEST CONTROL SERVICE**

By: Arthur E. Marks  
Arthur Marks

By: Kevin Ward  
Kevin Ward

Title: President

Title: President

Date: 12/1/04

Date: 12/01/04

**Attachment A**

USPTO

Registered Marks: SKRAM, federal registration no. 1412932, serial no. 73411350