

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MosquitoNix Holdings, LLC		12/16/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FEMO Holdings LP
Street Address:	500 Crescent Ct.
Internal Address:	Suite 250
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76554807	MOSQUITOS HATE US. PEOPLE LOVE US!
Serial Number:	76554808	NO MORE MOSQUITOS. PERIOD.
Serial Number:	78628064	PESTFIX
Serial Number:	76554805	MOSQUITONIX
Serial Number:	76554812	MOSQUITONIX
Serial Number:	78219586	MOSQUITONIX

CORRESPONDENCE DATA

Fax Number: (214)200-0812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-651-5917
 Email: patelp@haynesboone.com
 Correspondent Name: Purvi J. Patel
 Address Line 1: 901 Main Street

CH \$165.00 76554807

Address Line 2: Suite 3100
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	37888.1
NAME OF SUBMITTER:	Purvi Patel
Signature:	/Purvi Patel/
Date:	12/23/2005

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is executed as of December 16, 2005 by and among MosquitoNix Holdings, LLC, a Delaware limited liability company (the "Borrower"), FEMO Holdings LP, a Delaware limited partnership (the "Secured Party"), and the following entities that are owned by Borrower: MosquitoNix, Inc., a Texas corporation, MNCO, Ltd., a Texas limited partnership, MNCO-GA, L.P., a Georgia limited partnership, MNCO-Tampa, Ltd., a Florida limited partnership, MosquitoNix Franchise Systems, Ltd., a Texas limited partnership, MNX Products, LP, a Texas limited partnership, and MNX Management, LLC, a Delaware limited liability company (collectively "Borrower's Subsidiaries").

RECITALS

A. Borrower, Borrower's Subsidiaries and Secured Party have entered into that certain Loan and Security Agreement dated as of December 16, 2005 (as amended, modified, supplemented, or restated from time to time, the "Loan and Security Agreement");

B. Borrower and Secured Party have entered into that certain Promissory Note dated as of December 16, 2005 (as amended, modified, supplemented, or restated from time to time, the "Note");

C. Borrower's Subsidiaries have entered into that certain Subsidiary Guaranty dated as of December 16, 2005 (as amended, modified, supplemented, or restated from time to time, the "Guaranty");

D. In order to induce the Secured Party to extend the credit and loan(s) as described in the Loan and Security Agreement, the Borrower and the Borrower's Subsidiaries have agreed to execute and deliver to the Secured Party this IP Security Agreement for the benefit of the Secured Party and to grant to it a security interest in all of the assets and property of the Borrower and Borrower's Subsidiaries to secure the prompt payment, performance and discharge in full of the Obligations under the Loan Documents;

E. This IP Security Agreement is integral to the transactions contemplated by the Loan Documents, and the execution, delivery and performance of the terms hereof are conditions precedent to the Secured Party's obligations to extend credit under the Loan Documents;

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Borrower's Subsidiaries and Secured Party hereby agree as follows:

1. Definitions. All capitalized terms herein not defined have the meanings ascribed to them in the Loan and Security Agreement. Unless otherwise defined herein, or the context hereof otherwise requires, each term defined in the Loan Documents or in the UCC is used in

this IP Security Agreement with the same meaning; *provided that*, if the definition given to such term in the Loan and Security Agreement conflicts with the definition given to such term in the UCC, the Loan and Security Agreement definition shall control to the extent legally allowable; and if any definition given to such term in *Chapter 9* of the UCC conflicts with the definition given to such term in any other chapter of the UCC, the *Chapter 9* definition shall prevail.

2. Grant of Security Interest. In order to secure the full and complete payment and performance of the Obligations when due, Borrower and Borrower's Subsidiaries hereby grant to Secured Party a continuing security interest in all of Borrower's and Borrower's Subsidiaries' rights, titles, and interests in and to the IP Collateral (as defined herein), all upon and subject to the terms and conditions of this IP Security Agreement. Such security interest is granted as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligations of Borrower with respect to any of the IP Collateral or any transaction involving or giving rise thereto.

3. Collateral. As used herein, the term "IP Collateral" means the following, *whether now owned or hereafter acquired or existing*:

(a) The patents and patent applications set forth on Exhibit A attached hereto (collective, "Patents");

(b) The trademark and service mark registrations, trademark and service mark applications set forth on Exhibit A attached hereto and all goodwill associated with the foregoing (collectively, "Trademarks");

(c) The copyrights and copyright applications set forth in Exhibit A attached hereto and all goodwill associated with the foregoing (collectively, "Copyrights");

(d) The domain names and license registrations set forth on Exhibit A attached hereto and all goodwill associated with the foregoing (collectively, "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in *clauses (a) through (f)* of this *Section 1*; and

(h) Any and all products and proceeds of any of the foregoing (including but not limited to work papers, concept drawings, etc.).

4. IP Security Agreement. This IP Security Agreement has been executed and delivered by Borrower and Borrower's Subsidiaries for the purpose of registering the security interest of Secured Party in the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Loan and Security Agreement. The Loan and Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms. Borrower and Borrower's Subsidiaries agree that they will not sell or assign the IP Collateral without prior written consent of the Secured Party. Borrower, Borrower's Subsidiaries and Secured Party request that the Commissioner of Patents and Trademarks record this document with respect to the Patents.

5. Power of Attorney. Borrower and Borrower's Subsidiaries hereby appoint Secured Party as Borrower's and Borrower's Subsidiaries' attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of the Due Date, to execute and deliver, in the name and on behalf of Borrower and Borrower's Subsidiaries, and to cause the recording of all such further assignments and other instruments as Secured Party may reasonably deem necessary or desirable in order to carry out the intent of the Loan and Security Agreement, the IP Security Agreement and all other Loan Documents. The Borrower and Borrower's Subsidiaries agree that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by Secured Party (or Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. Release of Security Interest. Upon payment in full of all Obligations, Secured Party shall, at Borrower's and Borrower's Subsidiaries' expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the first priority lien on and security interest in the IP Collateral which has been granted hereunder.

7. Newly Registered and Newly Filed Patents, Trademarks, Domain Names and Copyrights. Borrower and Borrower's Subsidiaries hereby agree to provide Secured Party a schedule of newly registered and newly filed applications for Patents, Trademarks, Domain Names and Copyrights (if any), promptly, but not later than 3 Business Days within any date of registration or application filing.

8. Acknowledgment. Borrower and Borrower's Subsidiaries do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

9. Loan Document. This IP Security Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated

herein) be construed, administered and applied in accordance with the terms and provisions of the Loan and Security Agreement.

10. Notices. Unless otherwise provided, any notice required or permitted under this IP Security Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon delivery by confirmed facsimile transmission, internationally recognized overnight courier service, or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by 10 days' advance written notice to the other party.

11. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable that provision in any other jurisdiction.

12. Counterparts. This IP Security Agreement may be executed by parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**[REMAINDER OF THIS PAGE IS BLANK.
SIGNATURE PAGES IMMEDIATELY FOLLOW]**

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWER:

MOSQUITONIX HOLDINGS, LLC

By: F. D. O'Neal
Name: F. DAN O'NEAL
Title: CEO

Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: F. DAN O'NEAL
Facsimile: 972-934-1055

SECURED PARTY:

FEMO HOLDINGS LP, a Delaware limited partnership

By: FEMO GP LLC, a Delaware limited liability company, its general partner

By: _____
Aaron Enrico, Sole Manager

Address and Facsimile

500 Crescent Ct., Suite 250
Dallas, Texas 75201
Attention: Aaron Enrico
Facsimile: 214-880-4491

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWER:

MOSQUITONIX HOLDINGS, LLC

By: _____
Name: _____
Title: _____

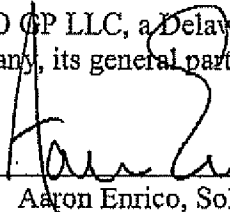
Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: _____
Facsimile: 972-934-1055

SECURED PARTY:

FEMO HOLDINGS LP, a Delaware limited partnership

By: FEMO GP LLC, a Delaware limited liability company, its general partner

By:  _____
Aaron Enrico, Sole Manager

Address and Facsimile

500 Crescent Ct., Suite 250
Dallas, Texas 75201
Attention: Aaron Enrico
Facsimile: 214-880-4491

EXECUTION VERSION

BORROWER'S SUBSIDIARIES:

MOSQUITONIX, INC.

By: F.D.O. Neal
Name: F. DAN ONEAL
Title: CEO

Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: F. DAN ONEAL
Facsimile: 972-934-1055

MNCO, LTD.

By: F.D.O. Neal
Name: F. DAN ONEAL
Title: CEO

Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: F. DAN ONEAL
Facsimile: 972-934-1055

MNCO-GA, L.P.

By: F.D.O. Neal
Name: F. DAN ONEAL
Title: CEO

Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: F. DAN ONEAL
Facsimile: 972-934-1055

EXECUTION VERSION

MNCO-TAMPA, LTD.

By: F.D.O. Neal
Name: F. DAN O'NEAL
Title: CEO

Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: F. DAN O'NEAL
Facsimile: 972-934-1055

MOSQUITONIX FRANCHISE SYSTEMS, LTD.

By: F.D.O. Neal
Name: F. DAN O'NEAL
Title: CEO

Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: F. DAN O'NEAL
Facsimile: 972-934-1055

MNX PRODUCTS, LP

By: F.D.O. Neal
Name: F. DAN O'NEAL
Title: CEO

Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: F. DAN O'NEAL
Facsimile: 972-934-1055

EXECUTION VERSION

MNX MANAGEMENT, LLC

By: F. D. O'Neil
Name: F. DAN O'NEIL
Title: CEO

Address and Facsimile

14282 Gillis Road
Dallas, Texas 75244
Attention: F. DAN O'NEIL
Facsimile: 972-934-1055

EXHIBIT A

DESCRIPTION OF IP COLLATERAL

**REGISTERED PATENTS
PENDING PATENT APPLICATIONS**

Borrower and Borrower's Subsidiaries represent there are no registered patents or pending patent applications at the date of execution of this IP Security Agreement. However, Borrower and Borrower's Subsidiaries represent that upon filing of any patent application with the Patent and Trademark Office, the respective entity shall provide the application information to Secured Party who shall have the right to file a security interest with the appropriate office in order to perfect its security interest, in accordance with the terms of this IP Security Agreement.

**REGISTERED TRADEMARKS
TRADEMARKS USED BUT NOT REGISTERED
UNREGISTERED TRADEMARKS NO LONGER USED
PENDING TRADEMARK APPLICATIONS
TRADEMARK LICENSES**

<u>No.</u>	<u>Mark</u>	<u>Holder</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
1.	MOSQUITOS HATE US. PEOPLE LOVE US!	MOSQUITONIX, INC.	2874171	76554807	October 14, 2003	August 17, 2004	United States
2.	NO MORE MOSQUITOS. PERIOD.	MOSQUITONIX, INC.	2888761	76554808	October 14, 2003	September 28, 2004	United States
3.	PESTFIX	MOSQUITONIX HOLDINGS, LLC	Pending	78628064	May 11, 2005	Pending	United States
4.	MOSQUITONIX + Design	MOSQUITONIX, INC.	Pending	76554805	October 14, 2003	Pending	United States
5.	MOSQUITONIX + Design	MOSQUITONIX, INC.	Pending	76554812	October 14, 2003	Pending	United States

TRADEMARK

REEL: 003216 FRAME: 0324

<u>No.</u>	<u>Mark</u>	<u>Holder</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
6.	MOSQUITONIX	MOSQUITONIX HOLDINGS, LLC	Pending	78219586	February 27, 2003	Pending	United States

COPYRIGHTS

Borrower represents that as of the date of this IP Security Agreement, Borrower claims copyright protection and proprietary rights in the original materials used in its business. These copyrights are unregistered.

Borrower shall provide to Secured Party the applications for registration of any copyrights and registration information if any arise after the date herein, in accordance with the terms of this IP Security Agreement.

DOMAIN NAMES

<u>Domain Name</u>	<u>Holder</u>
pestfix.com	MosquitoNix Holdings, LLC
mosquitonix.com	MosquitoNix Holdings, LLC
mosquitonix.bus	MosquitoNix Holdings, LLC
mosquitonix.net	MosquitoNix Holdings, LLC
mnxproducts.com	MosquitoNix Holdings, LLC
mnxproducts.bus	MosquitoNix Holdings, LLC
mnxproducts.net	MosquitoNix Holdings, LLC