

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MosquitoNix, Inc.		02/01/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	FEMO Holdings LP		
Street Address:	14282 Gillis Road		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76554805	MOSQUITONIX	
Serial Number:	76554807	MOSQUITOS HATE US. PEOPLE LOVE US!	
Serial Number:	76554808	NO MORE MOSQUITOS. PERIOD.	
Serial Number:	76554812	MOSQUITONIX	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0853		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2146515917		
Email:	patelp@haynesboone.com		
Correspondent Name:	Purvi Patel		
Address Line 1:	901 Main Street, Suite 3100		
Address Line 2:	Haynes and Boone, LLP		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	37888.1		
NAME OF SUBMITTER:	Purvi Patel		

TRADEMARK

900042984

REEL: 003254 FRAME: 0561

CH \$115.00 76554805

Signature:	/Purvi Patel/
Date:	02/27/2006
<p>Total Attachments: 6</p> <p>source=IP Assignment Agreement#page1.tif</p> <p>source=IP Assignment Agreement#page2.tif</p> <p>source=IP Assignment Agreement#page3.tif</p> <p>source=IP Assignment Agreement#page4.tif</p> <p>source=IP Assignment Agreement#page5.tif</p> <p>source=IP Assignment Agreement#page6.tif</p>	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is entered into and effective as of the 1st day of February, 2006 (the "Effective Date"), by and between MosquitoNix Holdings, LLC, a Delaware limited liability company, 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, with a business address of 14282 Gillis Road, Dallas, Texas 75244 (collectively, "Assignor"), and FEMO Holdings LP a Delaware limited partnership, with its principal business address at 14282 Gillis Road, Dallas, Texas 75244 ("Assignee").

WHEREAS, Assignor is the owner of certain Intellectual Property and Materials, as defined below; and

WHEREAS, Assignee wants to obtain, and Assignor desires to assign, all right, title and interest in and to the Intellectual Property and Materials.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

- a. "Business" shall mean the Assignor's business, that includes without limitation, selling, installing and maintaining insect misting systems and related products and services and franchising such operations.
- b. "Intellectual Property" shall mean Assignor's trade secrets, confidential materials, know-how, trademarks, trade dress, logos, domain names, copyrights, layouts, designs, licenses, architectural plans, source codes, patents, inventions, and any other intellectual property and intangible legal rights and interests pertaining to or planned to be used in connection with the Business (as well as any and all products and proceeds from the foregoing), irrespective of whether registered or unregistered, including but not limited to the items listed in Exhibit A.
- c. "Materials" shall mean (a) any and all written, preprinted, typed or visually or aurally recorded material of any kind featuring or pertaining to the Intellectual Property, including but not limited to signage, designs, architectural plans and blueprints, and advertising and promotional materials recorded in any medium; (b) any and all documents, notes, analyses, compilations, studies, summaries, work papers, concept drawings, investigations, search reports, websites, histories, computer files, works of authorship, ideas, procedures, processes, systems, methods, concepts, principles, discoveries, inventions, art, improvements, formulas, patterns, devices, compilations, information, lists, articles, codes, programs, techniques, apparatus, algorithms, designs, circuitry, hardware, firmware, software and data, pertaining to Assignor's Business or Intellectual

Property, irrespective of whether registered or registered, and (c) any portion, copy and extract of such Materials.

2. Assignment. Assignor does hereby, without reservation, irrevocably:

- a. sell, assign, transfer and convey to Assignee, its successors, assigns and legal representatives, all right, title and interest (past, present, future, and throughout the world) in and to the Intellectual Property, together with all corresponding goodwill and Materials; and
- b. acknowledge and agree that Assignor shall have no ownership, license, sublicense, right or immunity, either directly, indirectly, or by implication, estoppel or otherwise, to all or any part of the Intellectual Property or Materials or any corresponding goodwill.

3. Further Assurances.

- a. By no later than one week after the Effective Date of this Assignment, Assignor shall:
 - i. permanently cease all use, promotion, advertising and/or commercialization, of any nature and kind whatsoever, of Assignor's Business and the Intellectual Property;
 - ii. deliver to Assignee all Materials in its possession, power or control, as well as all files related to the Intellectual Property;
 - iii. take all necessary steps to effectuate the transfer to Assignee of the domain name registrations and all right, title and interest in and to the code and content in the corresponding website, as set forth in Exhibit A hereto; and
 - iv. perform such acts as Assignee lawfully may reasonably request to facilitate Assignee's right to obtain, protect, maintain, perfect, defend or enforce the right, title, and interest of any of the Intellectual Property or Materials granted hereunder.

4. Assignor's Representations and Warranties. Assignor represents and warrants that it has not executed, and will not execute, any agreement in conflict herewith.

5. Governing Law. This Assignment shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment and caused the same to be duly delivered on their behalf as of the Effective Date, notwithstanding any later date set forth below.

Signed this 1st day of February, 2006.

ASSIGNOR:

MOSQUITONIX HOLDINGS, LLC

By: [Signature]
Name: John Stubbs
Title: president

MOSQUITONIX, INC.

By: [Signature]
Name: John Stubbs
Title: president

MNCO, LTD.

By: [Signature]
Name: John Stubbs
Title: president

MNCO-GA, LTD.

By: [Signature]
Name: John Stubbs
Title: president

MNCO-TAMPA, LP

By: [Signature]
Name: John Stubbs
Title: president

(SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT)

MNX MANAGEMENT, LLC

By: Joe Stubb
Name: John Stubb
Title: president

MOSQUITONIX FRANCHISE SYSTEMS, LTD.

By: Joe Stubb
Name: John Stubb
Title: president

MNX PRODUCTS, LP

By: Joe Stubb
Name: John Stubb
Title: president

ASSIGNEE:

FEMO HOLDINGS LP, a Delaware limited partnership

By: **FEMO GP LLC**, a Delaware limited liability company, its General Partner

By: F.D.O. Mc
Name: F. Don O'Neal
Title: CEO

(SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT)

EXHIBIT A

INTELLECTUAL PROPERTY

**REGISTERED PATENTS
PENDING PATENT APPLICATIONS**

No pending patent applications or registered patents to transfer.

**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 +	MOSQUITONIX,	Pending	76554812	October 14,	Pending	United States

<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.	Design MOSQUITONIX	INC. MOSQUITONIX HOLDINGS, LLC	Pending	78219586	2003 February 27, 2003	Pending	United States

COPYRIGHTS

Copyright protection and proprietary rights in the original materials used in its business. These copyrights are unregistered.

There are no applications for registration of any copyrights and registration information, if any.

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