

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
FEMO Holdings LP		02/01/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Moore Realty Holdings, Limited Partnership
Composed Of:	COMPOSED OF Moore Investment Group, Inc.
Street Address:	4401 Northside Parkway
Internal Address:	Suite 500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30097
Entity Type:	LIMITED PARTNERSHIP: NEVADA

Name:	Enrico Investments, LLC
Street Address:	20820 Chagrin Blvd.
Internal Address:	Suite 300
City:	Shaker Heights
State/Country:	OHIO
Postal Code:	44122
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

Name:	Frank Group, LLC
Street Address:	1215 Spruce Street
Internal Address:	Suite 200
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

CH \$40.00 78628064

Name:	O'Neal Investments, LP
Street Address:	14282 Gillis Road
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78628064	PESTFIX

CORRESPONDENCE DATA

Fax Number: (214)200-0853
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2146515917
Email: patelp@haynesboone.com
Correspondent Name: Purvi J. 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 J. Patel
Signature:	/Purvi J. Patel/
Date:	03/07/2006

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is executed as of February 1, 2006 by and among FEMO Holdings LP, a Delaware limited partnership ("Borrower"), Moore Realty Holdings, Limited Partnership, a Nevada limited partnership, Enrico Investments, LLC, a Nevada limited liability company, Frank Group, LLC, a Delaware limited liability company and O'Neal Investments, LP, a Texas limited partnership (each a "Secured Party", and collectively "Secured Parties"), and the following entities that are owned by Borrower: FEMO Franchise Systems LP, a Delaware limited partnership, FEMO – Florida LP, a Delaware limited partnership, FEMO – Georgia LP, a Delaware limited partnership, FEMO – Texas LP, a Delaware limited partnership, and FEMO Operations LP, a Delaware limited partnership (collectively "Borrower's Subsidiaries").

RECITALS

A. Borrower entered into one or more convertible promissory notes, dated as of February 1, 2006, in favor of each of the Secured Parties (collectively the "Notes");

B. Borrower, Borrower's Subsidiaries and Secured Parties have entered into that certain Pledge, Assignment and Security Agreement dated as of February 1, 2006 (as amended, modified, supplemented, or restated from time to time, the "Security Agreement");

C. Borrower's Subsidiaries have entered into that certain Subsidiary Guaranty dated as of February 1, 2006 (as amended, modified, supplemented, or restated from time to time, the "Guaranty");

D. In order to induce the Secured Parties to extend the debt financing evidenced by the Notes to Borrower, Borrower and the Borrower's Subsidiaries have agreed to execute and deliver to the Secured Parties this IP Security Agreement for the benefit of the Secured Parties and to grant to them 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 each of 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 Parties hereby agree as follows:

1. Definitions. All capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the 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 Security Agreement conflicts with the definition given to such term in the UCC, the 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 Parties 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 Parties 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 Security Agreement. The Security Agreement (and all rights and remedies of Secured Parties 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 Parties.

5. Power of Attorney. Borrower and Borrower's Subsidiaries hereby appoint each of the Secured Parties 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 Parties may reasonably deem necessary or desirable in order to carry out the intent of the 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 Parties (or Secured Parties' 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 Parties 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 Parties 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 following 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 Parties with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the 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 Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the 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]**

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:

FEMO HOLDINGS LP, a Delaware limited partnership

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

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

Address and Facsimile

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

SECURED PARTIES:

MOORE REALTY HOLDINGS, LIMITED PARTNERSHIP, a Nevada limited partnership

By: **MOORE INVESTMENT GROUP, INC.**, a Georgia corporation, its sole General Partner

By: _____
Dudley L. Moore, Jr., President

Address and Facsimile

4401 Northside Parkway, Suite 500
Atlanta, Georgia 30097
Attention: Dudley L. Moore, Jr.
Facsimile: 404-233-4543

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:

FEMO HOLDINGS LP, a Delaware limited partnership

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

By: _____
Name: _____
Title: _____

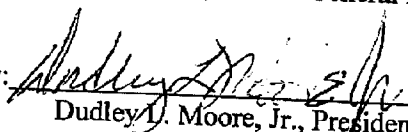
Address and Facsimile

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

SECURED PARTIES:

MOORE REALTY HOLDINGS, LIMITED PARTNERSHIP, a Nevada limited partnership

By: **MOORE INVESTMENT GROUP, INC.**, a Georgia corporation, its sole General Partner

By: 
Dudley L. Moore, Jr., President

Address and Facsimile

4401 Northside Parkway, Suite 500
Atlanta, Georgia 30097
Attention: Dudley L. Moore, Jr.
Facsimile: 404-233-4543

ENRICO INVESTMENTS, LLC, a Nevada
limited liability company

By: 
Aaron Enrico, Member

Address and Facsimile

c/o Paragon Advisors, Inc.
20820 Chagrin Blvd., Suite 300
Shaker Heights, Ohio 44122
Attn: Terry Sullivan
Facsimile: 216-491-3995

FRANK GROUP, LLC, a Delaware limited
liability company

By: _____
Richard M. Frank, Manager

Address and Facsimile

c/o Argus Advisors, Inc.
1215 Spruce Street, Suite 200
Boulder, Colorado 80302
Attn: Richard M. Frank
Facsimile: 303-604-2811

ENRICO INVESTMENTS, LLC, a Nevada
limited liability company

By: _____
Aaron Enrico, Member

Address and Facsimile

c/o Paragon Advisors, Inc.
20820 Chagrin Blvd., Suite 300
Shaker Heights, Ohio 44122
Attn: Terry Sullivan
Facsimile: 216-491-3995

FRANK GROUP, LLC, a Delaware limited
liability company

By: Richard M. Frank
Richard M. Frank, Manager

Address and Facsimile

c/o Argus Advisors, Inc.
1215 Spruce Street, Suite 200
Boulder, Colorado 80302
Attn: Richard M. Frank
Facsimile: 303-604-2811

O'NEAL INVESTMENTS, LP, a Texas limited partnership

By: F.D.O. Neal
Name: FDD GROUP INC
Title: General Partner

Address and Facsimile

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

BORROWER'S SUBSIDIARIES:

FEMO FRANCHISE SYSTEMS LP

By: FEMO GP LLC, its General Partner

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

Address and Facsimile

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

FEMO – FLORIDA LP

By: FEMO GP LLC, its General Partner

By: F.O.O. Inc
Name: F. DON OWENS
Title: CEO

Address and Facsimile

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

FEMO – GEORGIA LP

By: FEMO GP LLC, its General Partner

By: F.O.O. Inc
Name: F. DON OWENS
Title: CEO

Address and Facsimile

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

FEMO - TEXAS LP

By: FEMO GP LLC, its General Partner

By: F.D.O. [Signature]
Name: F. DAN OWEN
Title: CEO

Address and Facsimile

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

FEMO OPERATIONS LP

By: FEMO GP LLC, its General Partner

By: F.D.O. [Signature]
Name: F. DAN OWEN
Title: CEO

Address and Facsimile

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

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!	FEMO Holdings LP	2874171	76554807	October 14, 2003	August 17, 2004	United States
2.	NO MORE MOSQUITOS. PERIOD.	FEMO Holdings LP	2888761	76554808	October 14, 2003	September 28, 2004	United States
3.	PESTFIX	FEMO Holdings LP	Pending	78628064	May 11, 2005	Pending	United States
4.	MOSQUITONIX + Design	FEMO Holdings LP	Pending	76554805	October 14, 2003	Pending	United States
5.	MOSQUITONIX + Design	FEMO Holdings LP	Pending	76554812	October 14, 2003	Pending	United States
6.	MOSQUITONIX	FEMO Holdings LP	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

Domain Name	Holder
pestfix.com	FEMO Holdings LP
mosquitonix.com	FEMO Holdings LP
mosquitonix.bus	FEMO Holdings LP
mosquitonix.net	FEMO Holdings LP
mnxproducts.com	FEMO Holdings LP
mnxproducts.bus	FEMO Holdings LP
mnxproducts.net	FEMO Holdings LP