

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
Mr. Steve E. Jenkins		02/01/2006	INDIVIDUAL:
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: 1			
Property Type	Number	Word Mark	
Serial Number:	78219586	MOSQUITONIX	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-651-5917		
Email:	patelp@haynesboone.com		
Correspondent Name:	Purvi Patel		
Address Line 1:	901 Main Street		
Address Line 2:	Suite 3100		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	37888.1		
NAME OF SUBMITTER:	Purvi J. Patel		
Signature:	/Purvi J. Patel/		

CH \$40.00 78219586

Date:

03/21/2006

Total Attachments: 5

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AGREEMENT

This AGREEMENT (this "Agreement"), dated to be effective as of February 1, 2006, is made and entered into by and among STEVE E. JENKINS, a Texas resident ("Jenkins"), JOHN E. STUBBS, a Texas resident ("Stubbs"), F. DAN O'NEAL III, a Texas resident ("O'Neal"), FEMO HOLDINGS LP, a Delaware limited partnership ("FEMO"; FEMO and its affiliates and subsidiaries are sometimes referred to herein as the "FEMO Companies"), MOSQUITONIX HOLDINGS, LLC, a Delaware limited liability company ("MosquitoNix Holdings"), MOSQUITONIX, INC., a Texas corporation ("MosquitoNix Inc."), MNCO, LTD., a Texas limited partnership ("MNCO"), MOSQUITONIX FRANCHISE SYSTEMS, LTD., a Texas limited partnership ("Franchise"), MNCO-GA, LTD., a Georgia limited partnership ("MNCO-Georgia"), MINCO-TAMPA, LP, a Florida limited partnership ("MNCO-Florida"), MNX PRODUCTS, LP, a Texas limited partnership ("MNX Products"), and MNX MANAGEMENT, LLC, a Delaware limited liability company ("MNX Management"; MosquitoNix Holdings, MosquitoNix Inc., MNCO, Franchise, MNCO-Georgia, MNCO-Florida, MNX Products and MNX Management are sometimes herein referred to collectively as the "MosquitoNix Companies"; Jenkins, Stubbs, O'Neal, the MosquitoNix Companies, and the FEMO Companies are sometimes herein referred to collectively as the "Parties", or individually as a "Party").

WITNESSETH

WHEREAS, Jenkins and Stubbs founded the MosquitoNix Companies; and

WHEREAS, the MosquitoNix Companies have entered into an Asset Purchase Agreement (the "APA") dated to be effective as of February 1, 2006 to sell (the "Transaction") the Purchased Assets (as defined in the APA) of the MosquitoNix Companies ("Seller") to the FEMO Companies ("Buyer"); and

WHEREAS, as part of the consideration for the Transaction, Jenkins and Stubbs hereby agree to the terms and provisions enumerated herein.


NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals**. The recitals are incorporated herein and made a part of this Agreement.

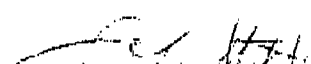
3. **Intellectual Property Rights**. (a) Jenkins and Stubbs hereby sell, transfer, assign and release to FEMO all of their rights, title and interests in and to any and all creative and

intellectual property interests and benefits (collectively, the "IP Rights") relating to or in any way connected with the MosquitoNix Companies, the Purchased Assets or the business or operations of the MosquitoNix Companies, or otherwise resulting from their employment by or association with any of the MosquitoNix Companies. Without limiting the foregoing, the IP Rights shall include, without limitation, any and all (i) copyrights (issued and applied for), published and unpublished works, works in progress, termination rights, derivative works, royalties and patents (issued and applied for), (ii) all forms of fees, income and royalties generated by or derived from any IP Rights, (iii) all names, logos, trademarks (issued and applied for), slogans and other intellectual and intangible property of the MosquitoNix Companies including, without limitation, the MosquitoNix mark and name and the other marks reflected on Exhibit B attached hereto and incorporated herein by reference. Jenkins and Stubbs hereby agree to execute any documents and cooperate in any filings reasonably requested by FEMO to reflect the transfer to the FEMO Companies of, and the ownership by the FEMO Companies of, the IP Rights as described above.


IN WITNESS WHEREOF, the Parties or their duly authorized officers have set their respective hands hereto as of the date first written above.



STEVE L. JENKINS, Individually



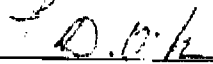
JOHN E. STUBBS, Individually




F. DAN O'NEAL, III, Individually

MOSQUITONIX HOLDINGS, L.L.C.,
a Delaware limited liability company

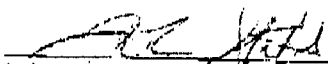
MOSQUITONIX, INC.,
a Delaware corporation

By: 

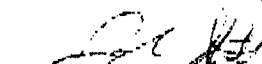
F. Dan O'Neal, III,
Chief Executive Officer

By: 

F. Dan O'Neal, III
Chief Executive Officer

By: 


John E. Stubbs, President

By: 

John E. Stubbs, President

FEMO HOLDINGS LP,
a Texas limited partnership

By: FEMO, GP, LLC
a Texas limited liability company,
its sole General Partner

By: 

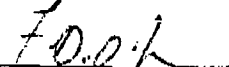
F. Dan O'Neal, III
President

MNCO, L.T.D.,
a Texas limited partnership


MOSQUITONIX FRANCHISE SYSTEMS, LTD.,
a Texas limited partnership

By: MosquitoNix Holdings, LLC,
a Texas limited liability company,
its General Partner


By: MosquitoNix Holdings, LLC,
a Texas limited liability company,
its General Partner

By: 

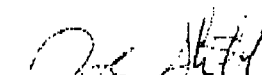
F. Dan O'Neal, III,
Chief Executive Officer

By: 

F. Dan O'Neal, III,
Chief Executive Officer

By: 

John E. Stubbs, President

By: 


John E. Stubbs, President

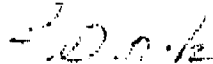
MNCO-GA, LTD.,
a Georgia limited partnership


MNCO-TAMPA, LP,
a Florida limited partnership

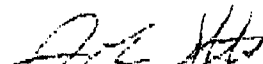
By: MosquitoNix Holdings, LLC,
a Texas limited liability company,
its General Partner

By: MosquitoNix Holdings, LLC,
a Texas limited liability company,
its General Partner

By: 
F. Dan O'Neal, III,
Chief Executive Officer

By: 
F. Dan O'Neal, III,
Chief Executive Officer


By: 
John E. Stubbs, President


By: 
John E. Stubbs, President


MNX PRODUCTS, LP,
a Texas limited partnership

MNX MANAGEMENT, LLC,
a Delaware limited liability company

By: MosquitoNix Holdings, LLC,
a Texas limited liability company,
its General Partner

By: 
F. Dan O'Neal, III,
Chief Executive Officer

By: 
F. Dan O'Neal, III,
Chief Executive Officer

By: 
John E. Stubbs, President


By: 
John E. Stubbs, President

EXHIBIT B

TRADEMARKS AND SERVICEMARKS

Marks	Application Number	Application Date	Registration Number	Registration Date
MOSQUITONIX	78/219,586	2/27/03		
For outdoor automated insect mist system that dispenses insecticide comprised of ports and reservoirs for applying pest control chemicals to a network of permanently installed synthetic pipes which deliver the pest control chemicals or fluids to designated areas and pressure apparatus for facilitating the flow of such pest control chemicals and fluids, but not for termite control in International Class 11; for residential and commercial insecticide and pesticide services, but not for termite control in International Class 37.				
NO MORE MOSQUITOS.PERIOD.	76/554,808	10/14/03	2,888,761	9/28/04
For residential and commercial insecticide and pesticide services in International Class 37.				
MOSQUITOS HATE US.PEOPLE LOVE US!	76/554,807	10/14/03	2,874,171	8/17/04
For residential and commercial insecticide and pesticide services in International Class 37.				
MOSQUITONIX and Delivery Truck design	76,554,805	10/14/03		
For residential and commercial insecticide and pesticide services, but not for termite control in International Class 37.				
MOSQUITONIX and Mosquito design	76,554,812	10/14/03		
For residential and commercial insecticide and pesticide services, but not for termite control in International Class 37.				