

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Centex Corporation		04/01/2008	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Rollins HT, Inc.
<b>Street Address:</b>	2170 Piedmont Road, NE
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30324
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3398168	BUG BITES
Registration Number:	2237136	HOMETEAM
Registration Number:	2895752	HOMETEAM PEST DEFENSE
Registration Number:	3273572	HOMETEAM PEST DEFENSE
Registration Number:	2678883	HOMETEAM PEST MANAGEMENT
Registration Number:	2258154	HOMETEAM SERVICES
Registration Number:	2429911	PEST DEFENSE
Registration Number:	1593437	PEST DEFENSE SYSTEM
Registration Number:	3223057	TAEXX
Registration Number:	3221216	TAEXX
Registration Number:	2902579	TUBES IN THE CRAWLSPACE
Registration Number:	2460992	TUBES IN THE WALL
Registration Number:	2581228	TUBES UNDER THE SLAB

**CORRESPONDENCE DATA**

**900105934**

**TRADEMARK  
 REEL: 003773 FRAME: 0117**

**CH \$340.00 3398168**

Fax Number: (404)839-1819  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4048738500  
Email: portia.gordon@agg.com  
Correspondent Name: Robert J. Robinson, Esq.  
Address Line 1: 171 17th Street, NW  
Address Line 2: Suite 2100  
Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	3716-1114
NAME OF SUBMITTER:	Robert J. Robinson, Esq.
Signature:	/rjr/
Date:	05/07/2008

**Total Attachments: 7**

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**ASSIGNMENT OF TRADEMARKS**  
[Federal]

WHEREAS, Centex Corporation, (hereinafter "Assignor") has used the trademarks (hereinafter each is referred to as a "Mark" and collectively, as the "Marks"), registered in the United States Patent and Trademark Office as set forth on the attached Schedule A; and

WHEREAS, Rollins HT, Inc., a Delaware corporation, located at 2170 Piedmont Road, N.E., Atlanta, Georgia 30324, (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to each Mark and the registration thereof, together with the goodwill of the business in connection with which each Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignor is delivering this Assignment of Trademarks pursuant to Section 8.1(c) of that certain Asset Purchase Agreement ("Purchase Agreement"; capitalized terms used herein without definitions are used herein with the meanings ascribed thereto in the Purchase Agreement) among Assignee, Centex Home Services, LLC, HomeTeam Pest Defense, Inc. and HomeTeam Pest Defense, LLC, dated March 28, 2008; and

WHEREAS, consummation of the transactions contemplated by the Purchase Agreement will result in a benefit to Assignor, and as a condition to the obligation of Assignee to consummate the transactions contemplated by the Purchase Agreement and as a material inducement to the Assignee entering into the Purchase Agreement and consummating the transactions contemplated thereby, Assignor has agreed to execute and deliver this Assignment of Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor does hereby assign unto Assignee all of its right, title and interest in and to each Mark and the registration therefor for the United States and throughout the world together with the

goodwill of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof.

Assignor, at Assignee's expense, agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to each Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby represents and warrants to Assignee each of the following: (i) none of the Marks are subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation restricting in any manner the use, transfer or licensing thereof by Assignor, or which may affect the validity thereof, except as would not reasonably be expected to have a Material Adverse Effect; (ii) each mark is subsisting and, to the Knowledge of Sellers, is valid (except to the extent that Mark Reg. No. 2678883 is not subsisting or valid because it is not currently used, and it is therefore subject to abandonment if not used and an affidavit of continued use is not filed prior to January 2009); (iii) except for the items listed in Schedule 4.18(b) of the Purchase Agreement, all necessary registration, maintenance and renewal fees currently due in connection with the Marks have been made and all necessary documents, recordations and certifications that are due in respect of the Marks have been filed with the United States Patent and Trademark Office for the purpose of maintaining such Marks; (iv) to the Knowledge of Sellers, Assignor has good and exclusive title to each Mark free and clear of all claims, liens and encumbrances; other than the Permitted Liens, (v) except as set forth on Schedule 4.18(c) to the Purchase Agreement, Assignor has not granted any rights or interest in any Mark to any third party; and (vi) to the Knowledge of Sellers, no person or

entity has or is infringing or misappropriating any of the Marks, except for any infringement or misappropriation which would not reasonably be expected to have a Material Adverse Effect. These representations and warranties shall survive for a period of 18 months following the Closing Date and shall thereafter cease to be of any force and effect and there will thereafter be no liability with respect to breaches of such representations and warranties, except for claims as to which notice has been given in accordance with Section 10.4 of the Purchase Agreement prior to such date and which are pending on such date. Neither such survival nor the liability of Assignor with respect to such representations and warranties shall be reduced by any investigation made at any time by or on behalf of Assignee.

The following provisions of the Purchase Agreement are hereby incorporated into and specifically made applicable to this Assignment of Trademarks with respect to Assignor and Assignee (provided, that, in construing such incorporated provisions, (i) any reference to "Sellers" shall be deemed to refer to Assignor, (ii) any reference to "Purchaser" shall be deemed to refer to the Assignee, (iii) any reference to the "parties" shall be deemed to refer to Assignor and Assignee, (iv) any reference to "this Agreement" shall be deemed to refer to this Assignment of Trademarks and (v) the first sentence of Section 11.12 of the Purchase Agreement shall be deemed to read as follows, "Except where the remedy sought is specific performance or injunctive relief, all disputes, controversies or claims arising out of or relating to this Agreement and the transactions contemplated hereby shall be resolved by agreement among the Parties, or, if not so resolved, by binding arbitration."):

Section 11.1	Notices
Section 11.3	Severability
Section 11.4	Modification and Waiver

Section 11.6	Counterparts
Section 11.11	Governing Law
Section 11.12	Dispute Resolution


Nothing contained in this Assignment of Trademarks shall expand, reduce, modify or waive any rights or obligations of the parties under the Purchase Agreement. In the event that any of the provisions of this Assignment of Trademarks are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[signatures on following page]

This Assignment of Trademarks is executed and delivered by the undersigned effective as of  
this 1<sup>st</sup> day of April, 2008

ASSIGNOR

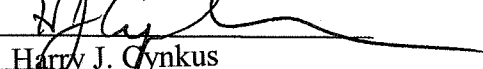
Centex Corporation

By:   
Name: Brian J. Woram  
Title: Senior Vice President

Accepted and agreed to effective as of this  
1<sup>st</sup> day of April, 2008:

ASSIGNEE


Rollins HT, Inc.

By:   
Name: Harry J. Cynkus  
Title: Chief Financial Officer

**POWER OF ATTORNEY**

The undersigned hereby appoints Stephen M. Dorvee and Scott E. Taylor, both admitted to the Georgia Bar, of Arnall Golden Gregory LLP, 171 17<sup>th</sup> St., Atlanta, Georgia 30363, to file this Assignment and to transact all business in the United States Patent and Trademark Office in connection with this Assignment.

**Centex Corporation**

By:   
Name: Brian J. Woram  
Title: Senior Vice President

April 1, 2008



**SCHEDULE A**

<b>Registrant</b>	<b>Application or Registration Number</b>	<b>Application or Registration Date</b>	<b>Mark</b>
Centex Corporation	3398168	03-18-08	Bug Bites
Centex Corporation	2237136	04-06-99	HomeTeam
Centex Corporation	2895752	10-19-04	HomeTeam Pest Defense
Centex Corporation	3273572	08-07-07	HomeTeam Pest Defense & Design
Centex Corporation	2678883	01-21-03	HomeTeam Pest Management
Centex Corporation	2258154	06-29-99	HomeTeam Services
Centex Corporation	2429911	02-20-01	Pest Defense
Centex Corporation	1593437	04-24-90	Pest Defense System
Centex Corporation	3223057	03-27-07	Taexx
Centex Corporation	3221216	03-27-07	Taexx & Design
Centex Corporation	2902579	11-09-04	Tubes in the Crawlspace
Centex Corporation	2460992	06-19-01	Tubes in the Wall
Centex Corporation	2581228	06-18-02	Tubes under the Slab