

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |   |                           |
|----------------------------------|--|---|---------------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |   |                           |
| NATURE OF CONVEYANCE:            | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |   |                           |
| <b>CONVEYING PARTY DATA</b>      |  |   |                           |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>                         | <b>Entity Type</b>        |
| Mr. Gordon C Folkes              |  | 11/30/2006                                    | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>      |  |   |                           |
| <b>Name:</b>                     | Middleton Pest Control, Inc.   |   |                           |
| <b>Street Address:</b>           | 1736 33rd Street   |   |                           |
| <b>City:</b>                     | Orlando  |   |                           |
| <b>State/Country:</b>            | FLORIDA  |   |                           |
| <b>Postal Code:</b>              | 32839  |   |                           |
| <b>Entity Type:</b>              | CORPORATION: FLORIDA   |   |                           |
| <b>PROPERTY NUMBERS Total: 1</b> |  |   |                           |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                              |                           |
| Registration Number:             | 2332410  | "WE AIM TO PLEASE" ARCHER EXTERMINATORS, INC. |                           |
| <b>CORRESPONDENCE DATA</b>       |  |   |                           |
| Fax Number:                      | (407)425-2747  |   |                           |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |                           |
| Phone:                           | (407) 425-2747   |   |                           |
| Email:                           | shatcher@zkslawfirm.com  |   |                           |
| Correspondent Name:              | Stephen B. Hatcher, Esq.   |   |                           |
| Address Line 1:                  | 315 E. Robinson Street   |   |                           |
| Address Line 2:                  | Suite 600  |   |                           |
| Address Line 4:                  | Orlando, FLORIDA 32801   |   |                           |
| ATTORNEY DOCKET NUMBER:          | 1554-17  |   |                           |
| NAME OF SUBMITTER:               | Stephen B. Hatcher   |   |                           |
| Signature:                       | /Stephen B. Hatcher/   |   |                           |
| Date:                            | 04/07/2010   |   |                           |

CH \$40.00 2332410

**Total Attachments: 5**

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**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **ARCHER EXTERMINATORS, INC.**, a Florida corporation (the "Seller" or the "Company"), for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States, and other good and valuable consideration, to it paid by **MIDDLETON PEST CONTROL, INC.**, a Florida corporation (the "Buyer"), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers, and by these presents does grant, bargain, sell, transfer and deliver to the Buyer, and its successors and assigns, the goods and chattels set forth on Schedule 1 attached hereto (the "Purchased Assets") and as further described in that certain Asset Purchase Agreement dated as of November 30, 2006 (the "Agreement") executed by the Buyer and the Seller, but excluding the Excluded Assets as defined in Section 2(b) of the Agreement. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such term as set forth in the Agreement.

TO HAVE AND TO HOLD the Purchased Assets unto the Buyer, and its successors and assigns forever.

AND the Seller does for itself and its successors and assigns, covenant to and with the Buyer, and its successors and assigns, that the Seller is the lawful owner of the Purchased Assets and except as set forth in the Agreement, the Purchased Assets are free from all Liens, and that the Seller has the valid right and title to sell and transfer the Purchased Assets to Buyer.

IN WITNESS WHEREOF, the Seller has caused this instrument to be signed in its name by its duly authorized officer as of the 30<sup>th</sup> day of November, 2006.

**SELLER:**

**ARCHER EXTERMINATORS, INC.**, a Florida corporation

By: 

Name: Gordon C. Folkes, Jr.

Title: President

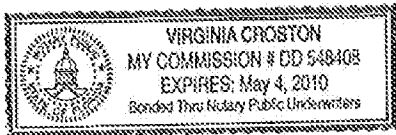
[Corporate Seal]

**TRADEMARK**

**REEL: 004181 FRAME: 0767**

STATE OF FLORIDA                    )  
  ) ss  
COUNTY OF ORANGE                )

The foregoing instrument was acknowledged before me on this 30 day of November, 2006, by Gordon C. Folkes, Jr., as President of Archer Exterminators, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced a \_\_\_\_\_ driver's license no.: F422283532140 as identification.



Virginia Croston  
Notary Public of the State of Florida

Virginia Croston  
Printed Name of Notary

My commission expires: may 4, 2010

A handwritten signature in dark ink, appearing to be "G.C. Folkes, Jr.", written in a cursive style.

## SCHEDULE 1

### **PURCHASED ASSETS**

The following assets of Seller are being purchased and sold to Buyer pursuant to the Agreement:

1. Tangible Personal Property. All machinery, equipment, tools, containers, and furniture, trucks, automobiles, vehicles, trailers, containers, calibrating and measuring equipment, purchased parts, computer equipment, computer software, phones, phone systems, cell phones, cell phone equipment and any other fixed assets owned by the Company (collectively, the "Equipment"), as more particularly described on Schedule 2(a)(i) attached to the Agreement;

2. Inventory. All items of inventory of the Company ("Inventory") as more particularly described on Schedule 2(a)(ii) attached to the Agreement, provided, however, that Buyer's purchase of inventory shall not include, and Schedule 2(a)(ii) shall not list, any items of inventory which are obsolete (which items of obsolete inventory the Company shall dispose of at its expense);

3. Customer Accounts. All of the Company's contracts and customer accounts, including but not limited to the Company's residential and commercial contract and non-contract customer accounts and customer contracts (the "Customer Contracts"), Customer Prepayments (which definition excludes "Excluded Termite Prepayments"), and other rights to provide services or products to the customers of the Company, as more particularly described on Schedule 2(a)(iii) attached to the Agreement, all inquiries, proposals, offers or correspondence to Persons that the Company has had an interest in acquiring (that are legally permitted to be disclosed), also set forth in Schedule 2(a)(iii), all lists, records and correspondence pertaining to former customers of the Company who, prior to the Closing Date, terminated or had cancelled accounts and contracts with the Company, also set forth in Schedule 2(a)(iii), and all inquiries or correspondence from Persons received by the Company through the Closing Date from potential customers, also set forth in Schedule 2(a)(iii), all of which will be delivered at Closing; provided, however, the term "Customer Contracts", as used in the Agreement, may not, at Buyer's discretion, include those Customer Contracts which are not assignable by the Company to Buyer, unless Buyer's decision not to include such Customer Contracts would cause the Company to suffer material harm;

4. Deposits. All prepaid items of the Company including, without limitation, prepaid rentals, security deposits, advances, other deposits and prepayments by the Company relating to the operations of the Company as described on Schedule 2(a)(iv) attached to the Agreement (the "Company Deposits");

5. Receivables. All customer accounts receivables of the Company (the "Receivables"), as more particularly described on Schedule 2(a)(v) attached to the Agreement;

6. Leasehold Interests. All of the interest of and the rights and benefits accruing to the Company as lessee under any leases of Equipment;

7. Proprietary Rights. All Intellectual Property of the Company; all of the proprietary rights of the Company; all licenses of Intellectual Property or other intangible property; computer software, source codes, object codes and other programming codes; telephone and facsimile numbers for the business (which shall also include all Company owned cell phones and cell phone numbers, including but not limited to the cell phone number 407-579-4311 and SIM card (but not the cell phone itself) used in the cell phone assigned to Debra B. Folkes, but not including the cell phone bearing cell phone number 407-325-4059 assigned to Gordon C. Folkes, Jr. provided Gordon C. Folkes, Jr. assumes full responsibility for the related contract with the cell phone service provider); slogans; domain name rights; operating rights; all rights relating to the business of the Company; all goodwill developed through the use of such Intellectual Property and other proprietary rights; and all derivatives, modifications and enhancements to any of the foregoing ("Proprietary Rights") as more particularly described on Schedule 2(a)(vii) attached to the Agreement;

8. Licenses and Permits. All permits, licenses, certificates of authority, franchises, accreditations, variances, exemptions, registrations and other authorizations issued or used in connection with the business of the Company (the "Permits"), to the extent assignable;

9. Non-Competition Agreements. All of the Company's rights to enforce non-competition or similar agreements against any current or prior employees of the Company who executed any such agreement, and any and all other benefits accruing to the Company under any such agreements; and

10. Books, Records and Other Assets. All data, files, books and records of the Company, including without limitation, customer lists and records, financial, accounting and credit records, correspondence, budgets, service and warranty records, equipment logs, operating guides and manuals, copies of personnel records for employees of the business hired by Buyer, all other similar documents and records, and the Company's post office boxes.



Schedule 3(m)(i)  
Intellectual Property

1. Trademark or copyright registration issued to the Company:  
  
Archer Exterminators, Inc.  
"We Aim To Please!"
2. There are NO pending patent, trademark or copyright applications.
3. There are NO material license or agreements that the Company has granted to any third party with respect to any of the Intellectual Property
4. The material trade name, registered trademark, and service mark owned by the Company:  
  
Archer Exterminators, Inc.  
Archer  
"We Aim To Please!"  
See attached samples of trademark logos