

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FEMO HOLDINGS LP

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/23/2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FEMO GROUP LP

Internal _____

Address: _____

Street Address: 2150 Chenault Drive

City: Carrollton

State: Texas

Country: _____ Zip: 75006

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3074222

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Mosquitonix

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Hilary Liston

Internal Address: _____

Street Address: 10,000 N. Central Expressway, Suite 900

City: Dallas

State: Texas Zip: 75231

Phone Number: (214) 954-9540

Fax Number: (214) 954-9541

Email Address: hliston@bd-law.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Hilary Liston
Signature

3/27/12
Date

Hilary Liston

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

OP \$40.00 307422

BILL OF SALE AND ASSIGNMENT OF INTERESTS

THIS **BILL OF SALE AND ASSIGNMENT OF INTERESTS** (this "**Bill of Sale**") is made and entered into to be effective as of the 23rd day of December, 2011 (the "**Effective Date**"), by and among FEMO HOLDINGS LP, a Delaware limited partnership ("**Seller**"), and O'NEAL INVESTMENTS, L.P., a Texas limited partnership ("**Buyer**").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated to be effective as of December 23, 2011 (the "**Purchase Agreement**"), Seller agreed to sell, transfer, convey, assign and deliver to Buyer all of Seller's right, title and interest in and to Seller's "Assets" described in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto promise and agree as follows:

1. **Sale and Assignment.** (a) Seller does hereby grant, sell, assign, transfer and convey to Buyer all of Seller's right, title, and interest in and to Seller's Assets, free and clear of all encumbrances, which Assets are more particularly described in the Purchase Agreement.

(b) Without limiting the foregoing, with respect to the Assets that are Equity Interests (as defined in the Purchase Agreement) in the Operating Entities (as defined in the Purchase Agreement), Seller hereby grants and conveys to Buyer an irrevocable power of attorney, coupled with an interest, to transfer the Equity Interests to Buyer as provided in the Purchase Agreement and herein.

(c) From and after the Effective Date, (i) Buyer shall own one hundred percent (100%) of the Equity Interests owned by Seller in the Operating Entities, (ii) all items of income, gains, losses, deductions and credits of the Operating Entities attributable to such Equity Interests shall be paid and/or allocated to Buyer, and (iii) Seller shall have no further rights, title or interests (A) in or to the Operating Entities, (B) in, to or under the applicable governing and formation documents of any of the Operating Entities, or (C) in or to any of the Assets or the Operating Entities' assets, properties, rights or interests.

2. **Acceptance of Assignment.** Buyer hereby accepts the transfer and assignment of the Assets, and hereby assumes Seller's Assumed Liabilities as set forth in the Purchase Agreement.

3. **Governing Law.** This Bill of Sale shall be construed, performed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict of law rules or statutes which would cause the application of the laws of another jurisdiction.

4. **Binding Effect.** This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Severability. If any provision of this Bill of Sale shall be held invalid under any applicable laws, such invalidity shall not affect any other provisions of this Bill of Sale that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.

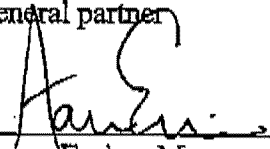
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IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale to be effective as of the Effective Date first above written.

SELLER:

FEMO HOLDINGS LP,
a Delaware limited partnership

By: FEMO GP LLC,
a Delaware limited liability company
its sole general partner

By: 
Aaron Enrico, Manager

Date: 12/28/11

BUYER:

O'NEAL INVESTMENTS, L.P.,
a Texas limited partnership

By: FDO Group, Inc.,
a Texas corporation,
its sole general partner

By: _____
F. Dan O'Neal, President

Date: _____

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a Delaware limited partnership

By: FEMO GP LLC,
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By: _____
Aaron Enrico, Manager

Date: _____

BUYER:

O'NEAL INVESTMENTS, L.P.,
a Texas limited partnership

By: FDO Group, Inc.,
a Texas corporation,
its sole general partner

By: *F. Dan O'Neal*
F. Dan O'Neal, President

Date: 12/23/11