

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
Massey Services, Inc.		08/31/2012	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, N.E.		
Internal Address:	25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4143620	NO MORE BIRDS	
Registration Number:	4098449	LIFE WITHOUT PESTS	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	001833/363937		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

OP \$65.00 4143620

Date:

09/06/2012

Total Attachments: 5

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GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MASSEY SERVICES, INC., a Florida corporation (the "Grantor"), with principal offices at 315 Groveland Street, Orlando, Florida 32804, on this 31st day of August, 2012, hereby assigns and grants to SUNTRUST BANK, as Administrative Agent (the "Grantee") with principal offices at 303 Peachtree Street, N.E., 25th Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses connected with the use of and symbolized by the Marks, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Amended and Restated Guaranty and Security Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 16, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern.

This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

MASSEY SERVICES, INC., as Grantor

By: *[Handwritten Signature]*
Gwyn Elias
Executive Vice President

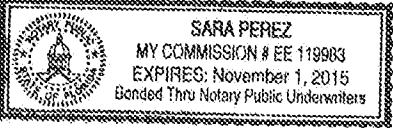
SUNTRUST BANK, as Administrative Agent, as Grantee

By: _____
Name:
Title:

STATE OF Florida)
) ss.:
COUNTY OF Orange)

On this 51st day of August, 2012, before me personally came Gwyn Elias who, being by me duly sworn, did state as follows: that he is the Executive Vice President of MASSEY SERVICES, INC., that he is authorized to execute the foregoing Grant on behalf of Massey Services, Inc. and that he did so by authority of the Secretary of Massey Services, Inc.

[Handwritten Signature]
Notary Public



STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of August, 2012, before me personally came _____ who, being by me duly sworn, did state as follows: that he/she is a _____ of SUNTRUST BANK, that he/she is authorized to execute the foregoing Grant on behalf of SunTrust Bank and that he did so by authority of SunTrust Bank.

Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

MASSEY SERVICES, INC., as Grantor

By: _____
 Name:
 Title:

SUNTRUST BANK, as Administrative Agent, as Grantee

By: Andrew S. Lee
 Name: Andrew S. Lee
 Title: Senior Vice President

STATE OF _____)
) ss.:
 COUNTY OF _____)

On this _____ day of August, 2012, before me personally came _____ who, being by me duly sworn, did state as follows: that he is the _____ of MASSEY SERVICES, INC., that he is authorized to execute the foregoing Grant on behalf of Massey Services, Inc. and that he did so by authority of the _____ of Massey Services, Inc.

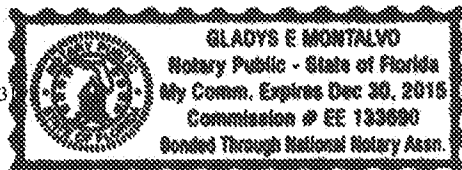
 Notary Public

STATE OF Florida)
) ss.:
 COUNTY OF Orange)

On this 28 day of August, 2012, before me personally came Andrew S. Lee who, being by me duly sworn, did state as follows: that he/she is a Senior Vice President of SUNTRUST BANK, that he/she is authorized to execute the foregoing Grant on behalf of SunTrust Bank and that he did so by authority of SunTrust Bank.

Gladys E. Montalvo
 Notary Public

LEGAL02/3358993



TRADEMARKS

Trademark	Application/ Registration No.	Application/ Registration Date.	Class	Owner
NO MORE BIRDS	4,143,620	05/15/2012 (R)	37	Massey Services, Inc.
LIFE WITHOUT PESTS	4,098,449	02/14/2012 (R)	37	Massey Services, Inc.

TRADEMARK LICENSES

NONE

REGISTERED PATENTS

NONE

PATENT APPLICATIONS

NONE

PATENT LICENSES

NONE