

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318443

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Baco Exterminating Services, LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Massey Services, Inc.		
<b>Street Address:</b>	315 Groveland Street		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32804		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3585776	BACO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4075819801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	407-581-9800		
<b>Email:</b>	jdennis@shuffieldlowman.com		
<b>Correspondent Name:</b>	Julia Dennis, Esq.		
<b>Address Line 1:</b>	1000 Legion Place, Suite 1700		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>ATTORNEY DOCKET NUMBER:</b>	01086-0024		
<b>NAME OF SUBMITTER:</b>	Julia D. Dennis		
<b>SIGNATURE:</b>	/Julia D. Dennis, Esq./		
<b>DATE SIGNED:</b>	09/30/2014		
<b>Total Attachments: 4</b>			
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OP \$40.00 3585776

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment ("Assignment") is made and entered into this 30th day of September, 2014 (the "Effective Date"), by and between **BACO EXTERMINATING SERVICES, LLC**, a Delaware limited liability company ("Assignor") and **MASSEY SERVICES, INC.**, a Florida Corporation ("Assignee").

**WHEREAS**, Assignor owns certain intellectual property which is more particularly described in Section 1 hereto (the "Assigned IP"); and

**WHEREAS**, Assignor desires to assign all Assignor's right, title and interest in and to the Assigned IP to the Assignee for valuable consideration of which the Assignor hereby recognizes.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. Assignment of Intellectual Property. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the following:

a. Trademarks. All of the Assignor's trademarks, including but not limited to the trademarks set forth in Schedule 1 hereto, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Trademarks").

b. Copyrights. All of the Assignor's copyrights, if any (the "Assigned Copyrights"), including without limitation, (i) the right to sue and recover for past, present and future infringement and all rights conferred under United States copyright law, any and all subsequent amendments thereto, all rights conferred by other states, nations, countries and territories throughout the world and such other rights as may be conferred or created by law or international arrangement or convention in any part of the world; and (ii) the sole right to reproduce, adapt and prepare derivative works, distribute, perform and publicly display any work that is the subject of the Assigned Copyrights (the "Work"), and the right to assign or license, exclusively or non-exclusively, such work; to have and to hold all of the rights stated in this paragraph unto the Assignee and its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof. Assignor hereby irrevocably waives, forfeits, relinquishes and abandons in favor of Assignee all moral rights including, without limitation, the right to the integrity of the Work and the right to be associated with such Work. Assignor acknowledges that Assignee shall own and possess all right, title and interest to the Work, and Assignor disclaims any and all proprietary interest therein.

c. Domain Names. Any and all domain names and registrations therefor (the "Assigned Domain Names").

d. Intangible Assets. The goodwill and all other intangible assets currently used exclusively in connection with the business of the Assignor, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, non-registered copyrights, non-registered trademarks and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

2. Further Assurances. Assignor shall upon Assignee's request at any time, execute for Assignee, its successors and assigns, any assignments or any other documentary evidence or papers in connection with the establishing and maintaining of Assignee's and its successors and assigns, ownership and rights in the Assigned IP in any part of the world.

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to principles of conflict of laws.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

**"ASSIGNOR"**

BACO EXTERMINATING SERVICES, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: NICHOLAS PERES  
Its: Manager

**"ASSIGNEE"**

MASSEY SERVICES, INC.  
a Florida Corporation

By: \_\_\_\_\_  
Jean Nowry, Executive Vice President  
and Chief Financial Officer

**IN WITNESS WHEREOF**, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

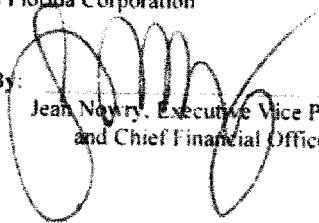
**"ASSIGNOR"**

BACO EXTERMINATING SERVICES, LLC  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**"ASSIGNEE"**

MASSEY SERVICES, INC.  
a Florida Corporation

By:   
Jean Nowry, Executive Vice President  
and Chief Financial Officer

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

The Trademarks assigned pursuant to this Assignment shall include the following marks:

1. Registered word mark "BACO" (U.S. Registration No. 3585776)
2. Unregistered common law word and design mark "BACO" including the following:
  - Baco Exterminating
  - Baco Exterminating Pest Control
  - Baco Lawn Care
  - Baco Mosquito Misting System
  - Baco Exterminating