



04-04-2003

CE

Docket No. 18611.0256



102410278 COVER SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

4-1-03

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Asset Purchase Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year
10 19 1999

Name Redd Pest Control Company, Inc.

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Mississippi

Receiving Party

Mark if additional names of receiving parties attached

Name Orkin Exterminating Company, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 581 Peachtree Street, N.E.

Address (line 2) _____

Address (line 3) Atlanta

City

Georgia

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

04/04/2003 TDIAZ1 00000004 191565 1216101
01 FC:8521 40.00 CH

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
 Address (line 1) _____
 Address (line 2) _____
 Address (line 3) _____
 Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number

202.663.8000

Name Kathy J. McKnight
 Address (line 1) ShawPittman LLP
 Address (line 2) 2300 N. Street, NW
 Address (line 3) Washington, D.C. 20037-1128
 Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

10

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1216101

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ _____

Method of Payment: Enclosed Deposit Account

Deposit Account
 (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

19-1565

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kathy J. McKnight

Name of Person Signing

Kathy McKnight
 Signature

Apr. 1, 2003

Date Signed

ASSET PURCHASE AGREEMENT

This agreement ("Agreement") dated as of October 19, 1999 is by and between **ORKIN EXTERMINATING COMPANY, INC.**, a Delaware corporation ("Orkin"), **REDD PEST CONTROL COMPANY, INC.**, a Mississippi corporation ("Redd"), and **RICHARD L. REDD**, an individual resident of the state of Mississippi (hereinafter sometimes referred to as "Richard Redd" or the "Owner").

WITNESSETH:

WHEREAS, Redd is engaged in the Pest Business (as defined in Section 2.01 below); and

WHEREAS, the Owner owns all of the issued and outstanding equity interests of Redd; and

Whereas, **G. HARRIS SARGENT**, an individual resident of the state of Georgia, **JAMES EARL THOMAS**, an individual resident of the state of Mississippi, and **DAVID DAVIS**, an individual resident of the state of Louisiana are collectively the "Senior Management" of Redd, and the obligations of Orkin to consummate the transactions contemplated herein are conditioned, in part, on certain agreements to be entered into by the Senior Management; and

WHEREAS, Orkin desires to purchase all of the assets owned and used by Redd in connection with the Pest Business and assume certain liabilities of Redd in connection therewith, all upon terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURCHASE OF ASSETS AND RELATED AGREEMENTS

1.01 Purchase and Sale of Assets. At the Closing (as defined in Section 1.04 below) and subject to the terms hereof, Redd agrees to sell and deliver to Orkin, and Orkin agrees to purchase, all of Redd's right, title and interest in the assets used by Redd in the conduct of the Pest Business other than the Excluded Assets (as defined below) (collectively the "Assets"). The Assets shall include, but not be limited to, the following:

(a) Customer Contracts and Customer Lists. All of Redd's rights pursuant to written or oral contracts existing as of the Closing Date to provide Pest Services to customers ("Customer Contracts"), and Redd's existing lists of current customers ("Customer Lists").

(b) Accounts Receivable and Prepaid Expenses. All accounts receivable of Redd as of the Closing Date ("Accounts Receivable"), prepaid advertising as of the Closing Date, and all other prepaid expenses of Redd (including leasehold security deposits and prepaid rent for those properties covered by the Leases as defined in Section 1.01(d) below), other than Prepaid

Insurance (as defined herein) and other prepaid expenses included in the Excluded Items (as defined herein), ("Prepaid Expenses").

(c) Fixed Assets. All fixtures, tools, items of furniture, equipment, computers, vehicles, leasehold improvements and other tangible personal property assets owned by Redd and used in the Pest Business, including those listed on Schedule 1.01(c) (the "Fixed Assets").

(d) Leases. To the extent assignable (or, if not assignable, to the extent that the respective lessor consents to such assignment or Orkin waives receipt of such consent) all of Redd's leasehold interest in those operational field office locations and vehicles covered by the leases listed on Schedule 1.01(d) (the "Leases").

(e) Inventory. All inventories (including inventories covered by Redd purchase orders, warehoused inventories, owned inventories held by suppliers, inventories covered by customer purchase orders and sample and promotional goods) that are used in the conduct of the Pest Business as of the Closing Date, including any inventories acquired after the date of this Agreement but excluding any inventories sold or otherwise disposed of after the date of this Agreement ("Inventory").

(f) Other Contracts and Purchase Orders. All of Redd's rights, to the extent assignable or transferable (or, if not assignable, to the extent that each respective third party to such agreement consents to the assignment thereof, or Orkin waives receipt of such consent), pursuant to: employment agreements, covenants not to compete and confidentiality agreements with Redd employees (to the extent Orkin can be a third-party beneficiary), covenants not to compete and confidentiality agreements with all Redd employees; and those non-disclosure agreements, confidentiality agreements, licenses, service contracts and other contracts including those listed on Schedule 1.01(f) hereto ("Other Contracts"). All of Redd's commitments and orders for the purchase and sale of goods and equipment (including Inventory) and services (including advertising, maintenance and other incidental services) ("Purchase Orders").

(g) Intellectual Property. All of Redd's right, title and interest in all logos, service marks and trademarks owned by Redd, including, without limitation, those items listed on Schedule 1.01(g) hereto, and all of Redd's right, title, and interest in and to existing quality control procedures and protocols, service procedures and protocols, field computer software (to the extent assignable or transferable or if not assignable, to the extent the licensor consents to the assignment thereof or Orkin waives receipt of such consent), and technical know-how, and in and to computer data (collectively, "Intellectual Property").

(h) Other Assets. All of Redd's rights to its telephone numbers for field office locations listed on Schedule 1.01(h); telephone directory advertising; existing files and records (including correspondence) of current and former customers, all licenses, consents, permits, variances, certifications, and approvals of governmental agencies to the extent transferable; existing books of account, financial, accounting, marketing, and other records relating to the operation of the Pest Business (excluding the corporate minute books and stock ledgers of Redd) and all current, existing pricing, cost information and supplier lists relating to the Pest Business; and, except as

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove set forth, by their representatives thereunto duly authorized.

"ORKIN":
ORKIN EXTERMINATING COMPANY, INC.

By: Jay W. Powell
Title: President

"REDD":
REDD PEST CONTROL COMPANY, INC.

By: _____
Title: _____

"RICHARD REDD"

Richard L. Redd

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove set forth, by their representatives thereunto duly authorized.

"ORKIN":
ORKIN EXTERMINATING COMPANY, INC.

By: _____
Title: _____

"REDD":
REDD PEST CONTROL COMPANY, INC.

By: *D. Morris Sarge*
Title: President

"RICHARD REDD"
Richard L. Redd
Richard L. Redd

SCHEDULES

<u>Schedule</u>	<u>Title</u>
1.01(c)	Fixed Assets
1.01(d)	Leases
1.01(f)	Other Contracts
1.01(g)	Intellectual Property
1.01(h)	Field Office locations; telephone numbers
1.02(f)	Franchise Agreements
1.02(h)	Excluded Items
1.03(a)(ii)	Deferred Compensation Agreements
1.03(a)(ii)	Acquisition Obligations
2.01(h)	Permitted Encumbrances
3.02(b)	Consents
3.05	Major Customers
3.06	Inventory
3.10	Financial Schedules
3.11	Absence of Material Changes
3.12	Receivables
3.15	Labor Disputes
3.16	Employee Benefit Plans
3.17	Notice of Violations of Governmental Licenses, Permits or Approvals
3.18	Customer Compliance
3.19	Litigation

SCHEDULE 1.01(g)
INTELLECTUAL PROPERTY

1. United States Service Mark Registration No. 692432 to "Smoke Signals" with design;
2. United States Service Mark Registration No. 738027 to "Redd Man" with design;
3. United States Service Mark Registration No. 739548 to "Redd Pest Control Company, Inc." with design;
4. United States Service Mark Registration No. 812713 to "Chief Pest Proofer" with design;
5. United States Service Mark Registration No. 931541 to "Peace! With No Pests" with design;
6. United States Service Mark Registration No. 1180503 to "Redd Pest Control" with design;
7. United States Service Mark Registration No. 1892362 to "Call the Redd Man";
8. United States Service Mark Registration No. 1892363 to "Good For What's Buggin You";
9. Canadian Trademark Registration No. 172,121 to "Redd Man" with design;
10. Canadian Trademark Registration No. 170,612 to "Redd Pest Control Company, Inc." with design; and
11. Service Mark, "Bugs R Us", registered with the Office of the Mississippi Secretary of State.

TRADEMARK ASSIGNMENT

WHEREAS, Redd Pest Control Company, Inc., a Mississippi corporation, with its principal place of business at P. O. Box 9886, Jackson, Mississippi, 39213-0886, U.S.A. ("Assignor"), has adopted, has used and is using trademarks which are registered in the United States Patent and Trademark Office as set forth on the attached Schedule "A"

WHEREAS, Assignor has adopted, has used and is using trademarks which were registered in the United States Patent and Trademark Office but are not longer valid as set forth on the attached Schedule "B"; and

WHEREAS, Orkin Expansion, Inc., a Delaware corporation, having an office at 2170 Piedmont Road, Atlanta, Georgia 30324 ("Assignee"), is desirous of acquiring said marks and the federal registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign unto Assignee all rights, title and interest it may have in and to the said trademarks and in and to the said federal registrations thereof, together with the goodwill of the business symbolized by the said trademarks along with the right to sue for past infringement.

Redd Pest Control Company, Inc.

By: *G. Harris Sargent*

Name: G. HARRIS SARGENT

Title: PRESIDENT

Dated: December 3, 1999

STATE OF Mississippi
COUNTY OF Linds

United States

On this 3rd day of December, 1999, before me appeared G. Harris Sargent
the person who signed this instrument on behalf of Redd Pest Control Company, Inc. and who
acknowledge that he/she signed it as a free act on behalf of the identified corporation with
authority to do so.

Sandra Gayle Adom

Notary Public

My Commission Expires:

SEPTEMBER 12, 2001

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SMOKE SIGNALS	692,432	February 2, 1960
REDD MAN	738,027	September 18, 1962
REDD PEST CONTROL COMPANY, INC. & Design	739,548	October 16, 1962
REDD PEST CONTROL & Design	1,180,503	December 1, 1981
CALL THE REDD MAN	1,892,362	May 2, 1995
GOOD FOR WHAT'S BUGGIN' YOU	1,892,363	May 2, 1995

SCHEDULE B

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CHIEF PEST PROOFER & Design	812,713	August 9, 1966
PEACE! WITH NO PESTS & Design	931,541	March 28, 1972