

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Centex Corporation	04/01/2008
<b>RECEIVING PARTY DATA</b>	
Name:	Rollins HT, Inc.
Street Address:	2170 Piedmont Road
City:	N.E. Atlanta
State/Country:	GEORGIA
Postal Code:	30324
<b>PROPERTY NUMBERS Total: 7</b>	
Property Type	Number
Patent Number:	7174753
Patent Number:	7174754
Patent Number:	5347749
Patent Number:	5819466
Application Number:	10970071
Application Number:	11706915
Application Number:	11840783
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(214)661-4561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@bakerbotts.com
Correspondent Name:	Chad D. Terrell
Address Line 1:	2001 Ross Avenue
Address Line 2:	Suite 600
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	00D129.0102

**PATENT**

**501227859**

**REEL: 024651 FRAME: 0666**

CH \$280.00 7174753

NAME OF SUBMITTER:

Nancy Graham

**Total Attachments: 5**

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**PATENT ASSIGNMENT**

WHEREAS, this Patent Assignment is being delivered pursuant to Section 8.1(c) of that certain Asset Purchase Agreement ("Purchase Agreement"; capitalized terms used herein without definitions are used herein with the meanings ascribed thereto in the Purchase Agreement) among Rollins HT, Inc., located at 2170 Piedmont Road, N.E., Atlanta, Georgia 30324 ("Assignee"), Centex Home Services, LLC, HomeTeam Pest Defense, LLC and HomeTeam Pest Defense, Inc., dated March 28, 2008;

WHEREAS, Centex Corporation ("Assignor") wishes to assign to Assignee all of its ownership rights in certain United States patents and United States patent applications, as more fully set forth in TABLE 1 below (collectively, "Patents and Patent Applications") and Assignee wishes to accept such assignment:

TABLE 1

<b>UNITED STATES PATENTS</b>		
<b>Title</b>	<b>Patent No.</b>	<b>Grant Date</b>
Method for protecting from unauthorized access one or more ports of a system integrated into a structure for injection of a material into one or more cavities in the structure	7,174,753	2/13/2007
Key for engaging a locking mechanism of a port cover for protecting from unauthorized access one or more ports of a system integrated into a structure for injection of a material into one or more cavities in the structure.	7,174,754	2/13/2007
Termiticide delivery system	5,347,749	9/20/1994
Peripheral termiticide delivery system and method	5,819,466	10/13/1998
<b>UNITED STATES PATENT APPLICATIONS</b>		
<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>
Method for protecting from unauthorized access one or more parts of a system integrated into a structure for injection of a material into one or more cavities in the structure	10/970,071	10/20/04
Port cover for a system integrated into a structure for injection of a material into one or more cavities in the structure	11/706,915	02/13/2007
Method for engaging with a projection of a first component to removably secure a second component to the first component	11/840,783	08/17/07

WHEREAS, consummation of the transactions contemplated by the Purchase Agreement will result in a benefit to Assignor, and as a condition to the obligation of Assignee to consummate the transactions contemplated by the Purchase Agreement and as a material inducement to the Assignee entering into the Purchase Agreement and consummating the transactions contemplated thereby, Assignor has agreed to execute and deliver this Patent Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

Assignor, does hereby sell, assign, and transfer unto Assignee, its entire right, title, and interest in and to the Patents and Patent Applications, to any priority claim deriving from the Patents and Patent Applications, and in and to all inventions and improvements disclosed and described in the Patents and Patent Applications;

Assignor, at Assignee's expense, agrees to sign all lawful papers, execute all division, continuing, reissue, and other applications, make all assignments and rightful oaths, and generally do everything reasonable to aid Assignee, its successors, assigns, and nominees to obtain and enforce proper protection for all said inventions and improvements in the United States and around the world;

Assignor hereby represents and warrants to Assignee each of the following: (i) none of the Patents and Patent Applications are subject to any proceeding or outstanding decree, order, judgment, agreement or stipulation restricting in any manner the use, transfer or licensing thereof by Assignor, or which may affect the validity thereof, except as would not reasonably be expected to have a Material Adverse Effect; (ii) each of the Patents and Patent Applications is subsisting and, to the Knowledge of Sellers, is valid; (iii) Except for the items listed in Schedule 4.18(b) of the Purchase Agreement, all necessary registration, maintenance and renewal fees currently due in connection with the Patents and Patent Applications have been made and all necessary documents, recordations and certifications that are due in respect of the Patents and

Patent Applications have been filed with the United States Patent and Trademark Office for the purpose of maintaining such Patents and Patent Applications; (iv) to the Knowledge of Sellers, Assignor has good and exclusive title to each of the Patents and Patent Applications free and clear of all claims, liens and encumbrances, other than the Permitted Liens, and except for an ownership interest of Harold Aesch in U.S. Patent No. 5,819,466 arising from his joint inventorship in said patent; (v) except as set forth on Schedule 4.18(c) to the Purchase Agreement, Assignor has not granted any rights or interest in any Patents and Patent Applications to any third party; (vi) to the Knowledge of Sellers, no person or entity has or is infringing or misappropriating any of the Patents and Patent Applications, except for any infringement or misappropriation which would not reasonably be expected to have a Material Adverse Effect; and (vii) except for an ownership interest of Harold Aesch in U.S. Patent No. 5,819,466 arising from his joint inventorship in said patent, to the extent that any Patents and Patent Applications have been developed or created by a third party for Assignor and is material to the operations of the Business as currently conducted, to the Knowledge of Sellers, (A) Assignor has obtained ownership of and is the exclusive owner of such Patents and Patent Applications or (B) Assignor has obtained a license (sufficient for the conduct of the Business as currently conducted and as proposed to be conducted) to all of such third party's Patents and Patent Applications by operation of law or by valid assignment, to the fullest extent it is legally possible to do so. These representations and warranties shall survive for a period of 18 months following the Closing Date, and shall thereafter cease to be of any force and effect and there will thereafter be no liability with respect to breaches of such representations and warranties, except for claims as to which notice has been given in accordance with Section 10.4 of the Purchase Agreement prior to such date and which are pending on such date. Neither such survival nor the liability of Assignor with respect to such representations and warranties shall be reduced by any investigation made at any time by or on behalf of Assignee.

The following provisions of the Purchase Agreement are hereby incorporated into and specifically made applicable to this Patent Assignment with respect to Assignor and Assignee

(provided, that, in construing such incorporated provisions, (i) any reference to "Sellers" shall be deemed to refer to Assignor, (ii) any reference to "Purchaser" shall be deemed to refer to the Assignee, (iii) any reference to the "parties" shall be deemed to refer to Assignor and Assignee, (iv) any reference to "this Agreement" shall be deemed to refer to this Patent Assignment and (v) the first sentence of Section 11.12 of the Purchase Agreement shall be deemed to read as follows, "Except where the remedy sought is specific performance or injunctive relief, all disputes, controversies or claims arising out of or relating to this Agreement and the transactions contemplated hereby shall be resolved by agreement among the Parties, or, if not so resolved, by binding arbitration."):

Section 11.1	Notices
Section 11.3	Severability
Section 11.4	Modification and Waiver
Section 11.6	Counterparts
Section 11.11	Governing Law
Section 11.12	Dispute Resolution

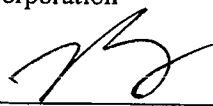
Nothing contained in this Patent Assignment shall expand, reduce, modify or waive any rights or obligations of the parties under the Purchase Agreement. In the event that any of the provisions of this Patent Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[signatures on following page]

This Patent Assignment is executed and delivered by the undersigned effective as of this  
1<sup>st</sup> day of April, 2008

Assignor:

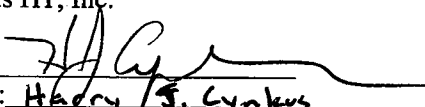
Centex Corporation

By:   
Name: Brian J. Woram  
Title: Senior Vice President

Accepted and agreed to effective as of  
this 1<sup>st</sup> day of April, 2008:

Assignee:

Rollins HT, Inc.

By:   
Name: Harry J. Lynkus  
Title: Chief Financial Officer