

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|---|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Massey Services, Inc. | | 12/16/2011 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank | | |
| Street Address: | 303 Peachtree Street, N.E., 25th Floor | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | Bank: GEORGIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3844331 | MASSEY SERVICES INC. TERMITE PROTECTION | |
| Registration Number: | 3814415 | MASSEY PREVENTECH COMMERCIAL SERVICE | |
| Registration Number: | 3989330 | LANDSCAPE HEALTHCARE | |
| Registration Number: | 2332410 | "WE AIM TO PLEASE" ARCHER EXTERMINATORS, INC. | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)881-7777 | | |
| Phone: | 404-881-7000 | | |
| Email: | barbara.yates@alston.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Laura Kees, Esquire | | |
| Address Line 1: | 1201 W. Peachtree Street | | |
| Address Line 2: | c/o Alston & Bird LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30309-3424 | | |
| NAME OF SUBMITTER: | Laura Kees | | |

OP \$115.00 3844331

| | |
|--|--------------|
| Signature: | /Laura Kees/ |
| Date: | 12/27/2011 |
| Total Attachments: 4 source=Massey Services Grant of Security Interest to SunTrust#page1.tif source=Massey Services Grant of Security Interest to SunTrust#page2.tif source=Massey Services Grant of Security Interest to SunTrust#page3.tif source=Massey Services Grant of Security Interest to SunTrust#page4.tif | |

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 16th day of December, 2011, 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

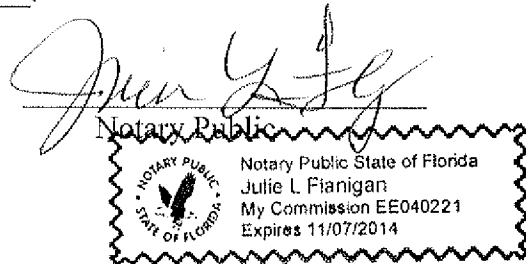
By: GA ELIAS
Name: GA ELIAS
Title: Ex VP, CFO

SUNTRUST BANK, as Administrative Agent, as Grantee

By: _____
Name:
Title:

STATE OF Florida
COUNTY OF Orange) ss.:

On this 15th day of December, 2011, before me personally came GA ELIAS who, being by me duly sworn, did state as follows: that he is the Exec VP, CFO of MASSEY SERVICES, INC., that he is authorized to execute the foregoing Grant on behalf of said company and that he did so by authority of the Secretary of said company.






STATE OF _____)
COUNTY OF _____) ss.:

On this ____ day of December, 2011, 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

SCHEDULE A
TRADEMARKS

MARKS FEDERALLY REGISTERED TO MASSEY SERVICES, INC.

| Serial/Doc # | Description of Mark | Drawing | Date Registered | Registration # |
|--------------|--|--|-----------------|-------------------------------|
| 77/894,622 | "MASSEY SERVICES INC. Termite Protection" and design |  | 07-Sep-10 | REGISTRATION NUMBER 3,844,331 |
| 77/884,304 | "MASSEY" PREVENTECH COMMERCIAL SERVICES" and design |  | 06-Jul-10 | REGISTRATION NUMBER 3,814,415 |
| 85/171,649 | "Landscape Healthcare" word mark | N/A | 05-Jul-11 | REGISTRATION NUMBER 3,989,330 |
| 75/679139 | "WE AIM TO PLEASE" ARCHER EXTERMINATORS, INC. |  | Mar 21, 2000 | REGISTRATION NUMBER 2,332,410 |