

mld 3-15-99

03-30-1999

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Pa

100996990

, attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Quantum Resource Corporation

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State - Delaware  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: June 8, 1998

## 2. Name and address of receiving party(ies):

Name: The ServiceMaster Company

Internal Address:

Street Address: One ServiceMaster Way

City: Downers Grove State: IL ZIP: 60515-1700

- ☐ Individual(s) citizenship:  
☐ Association:  
☐ General Partnership:  
☐ Limited Partnership:  
☒ Corporation-State: Delaware  
☐ Other:

Additional name(s) &  
A domestic represent:  
(Designations must be☐ No

03-15-1999

U.S. Patent &amp; TMO/TM Mail Rpt Dt. #01

## 4. Application number(s) or registration number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s). 1,491,443

Additional numbers attached? ☒ Yes ☐ No (See Attached Schedule "A")

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James V. Callahan

Banner &amp; Witcoff, Ltd.

Address: ~~XXXXXXXXXXXXXXXXXXXX~~  
Banner & Witcoff, Ltd.  
10 South Wacker Drive  
Suite 3000  
Chicago, Illinois 60606

03/29/1999 JSHABAZZ 00000113 1491443

FC:481 40.00 OP  
FC:482 100.00 OP

## 6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit Account No. 01-0850

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

## 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.

James V. Callahan

Name of Person Signing

Signature

March 10, 1999

Date

Total number of pages comprising cover sheet:

1

Do Not Detach This Portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

# SERVICE MARK ASSIGNMENT

June 8, 1998

## **SCHEDULE A**

<b>Mark</b>	<b>Reg. No.</b>	<b>Country</b>
Quantum Power	1,491,443	U.S.A.
Quantum Resources	1,494,475	U.S.A.
Quantum Systems and Software Resouces	1,798,122	U.S.A.
Quantum Careers	1,586,054	U.S.A.
Quantum Temporaries	1,551,240	U.S.A.

## SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (the "Assignment") is made and entered into June 8, 1998 ("Effective Date"), by and between Quantum Resource Corporation, a Delaware corporation formerly known as QuaSource Corporation ("Assignor"), and The ServiceMaster Company, a Delaware corporation ("Assignee").

### RECITALS

A. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the service marks and the United States service mark registrations listed in Schedule A ("Marks"), including variations thereof and the goodwill of any business associated therewith.

B. Assignee wishes to acquire, and Assignor wishes to assign, all right, title, and interest in, to, and under the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is Assignee acknowledges, Assignor does sell, assign, transfer, and set over to Assignee the entire right, title, and interest in, to, and under the Marks together with the goodwill of the business in connection with which the Marks are used, including any renewals and extensions of any registration that is or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made; and together will all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required) (1) in the preparation and prosecution of any application for renewal of a registration covering any of the Marks, (2) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks and this Assignment, (3) in obtaining any additional trademark protection for the Marks

that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, Assignor and Assignee have executed this Assignment on the Effective Date.

**Assignor:**

Quantum Resource Corporation

By: 

Ernest C. Inge, III  
President

**Assignee:**

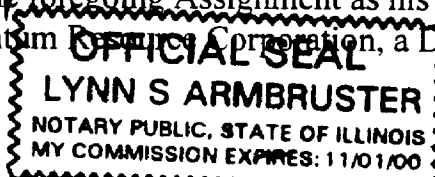
The ServiceMaster Company

By: 

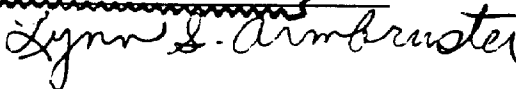
Douglas W. Colber  
Vice President and Legal Counsel

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE     )

On this 8 day of June, 1998, there appeared before me Ernest C. Inge, III, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Quantum Resource Corporation, a Delaware corporation.



Notary Public



STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE     )

On this 8 day of June, 1998, there appeared before me Douglas W. Colber, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of The ServiceMaster Company, a Delaware corporation.

