To the Honorable Commissioner of Patents and Tra

1-31-92

06-21-2001

U.S. DEPARTMENT OF COMMERCE

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ts or copy thereof.

1. Name of conveying party(ies): Quantum Resource Corporation (formerly known as QuaSource Corporation) Individual(s) General Partnership x Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes x No 3. Nature of Conveyance: x Assignment Security Agreement Other Change of Name	Name: The ServiceMaster Company Address: One ServiceMaster Way				
Execution Date: 6/8/98					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional numbers atta	B. Trademark registration No.(s) 1,746,003 C C C				
 5. Name and address of party to whom correspondence concerning document should be mailed: P. Jay Hines, Esq. OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C. Attorneys at Law Fourth Floor 1755 Jefferson Davis Highway Arlington, Virginia 22202 	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41):\$ 40.00 x Enclosed Authorized to be charged to deposit account				
OSMMN Ref: 206736US-3165-231176-36	Deposit account number:15-0030 (Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE	THIS SPACE				
9. 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. P. Jay Hines Name of Person Signing Total number of pages including cover sheet, attachments, and document: 5					
OMB No. 0651-0011 (exp. 4/94)					
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Mail documents to be recorded with required cover sheet information to:					

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

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TRADEMARK REEL: 002316 FRAME: 0986

SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (the "Assignment") is made and entered into June <u>8</u>, 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

TRADEMARK REEL: 002316 FRAME: 0987 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:	Assignee:
Quantum Resource Corporation	The ServiceMaster Company
By: Ernest C. Inge, III President	By: Douglas W. Colber Vice President and Legal Counsel
STATE OF ILLINOIS)) SS	
COUNTY OF DUPAGE)	
known to me, who acknowledged that he sig	e appeared before me Ernest C. Inge, III, personally and the foregoing Assignment as his voluntary act f Quantum Reputed Appropriation, a Delaware LYNN S ARMBRUSTER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPRES: 11/01/00 Notary Public Lynn S. Armbruster
STATE OF ILLINOIS)) SS	
COUNTY OF DUPAGE)	
known to me, who acknowledged that he sig	e appeared before me Douglas W. Colber, personally ned the foregoing Assignment as his voluntary act. The ServiceMaster Company, a Delaware Company

SERVICE MARK ASSIGNMENT

June ____, 1998

SCHEDULE A

Mark	Reg. No.	Country
Quantum Power	1,491,443	U.S.A.
Quantum Resources	1,494,475	U.S.A.
Quantum Systems and Software	1,798,122	U.S.A.
Quantum Careers	1,586,054	U.S.A.
Quantum Temporaries	1,551,240	U.S.A.
Quantum Technical	1,746,003	U.S.A.

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TRADEMARK REEL: 002316 FRAME: 0989