

10-31-2003



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102588958

To the Director of the United States Patent and Trademark

or copy thereof.

1. Name of conveying party(ies):

The ServiceMaster Company

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - 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: April 30, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,505,182 - AXON

Additional numbers attached? Yes No

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

P. Jay Hines
 OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
 Attorneys at Law
 1940 Duke Street
 Alexandria, Virginia 22314
 OSMMN Ref: I:\ATTY\PJH\242316-234319US-REC.DOC

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2014
(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

Signature

October 28, 2003
Date

Total number of pages, including cover sheet, attachments, and document: 5

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

10/30/2003 6TON11 00000078 1505182
 01 FC:8521 40.00 DP

Director of the United States Patent and Trademark Office
 Mail Stop Assignment Recordation Services
 Alexandria, Virginia 22313

TRADEMARK
REEL: 002854 FRAME: 0804

ASSIGNMENT
(Trademarks and Patents)

THIS ASSIGNMENT (the "Assignment") is made and entered into 30 April 2003 ("Effective Date"), by and between The ServiceMaster Company, a Delaware corporation, ("Assignor"), and ServiceMaster Brands L.L.C., a Vermont limited liability company ("Assignee").

RECITALS

- A. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademarks and service marks, and any respective applications registrations with the United States Patent and Trademark Office, listed in Schedule A ("IP"), including variations thereof and the goodwill associated therewith.
- B. Assignee wishes to acquire, and Assignor wishes to assign, all right, title, and interest in, to, and under the IP.

NOW, THEREFORE, for good and valuable consideration, including receipt by Assignor of the entire membership interest in Assignee, the receipt and sufficiency of which Assignor acknowledges, Assignor does sell, assign, transfer, and set over to Assignee the entire right, title, and interest in, to, and under the IP, together with the goodwill associated with the IP, 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 IP, 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 owner of the IP.

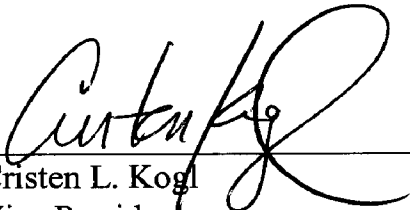
Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may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

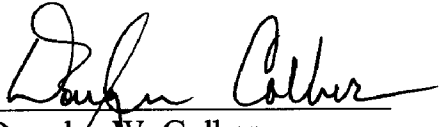
Assignor:

Assignee:

The ServiceMaster Company

ServiceMaster Brands L.L.C.

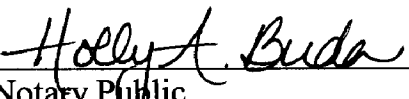
By: 
Cristen L. Kogl
Vice President

By: 
Douglas W. Colber
Vice President and Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On 30 April 2003, there appeared before me Cristen L. Kogl, 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.

My commission expires:

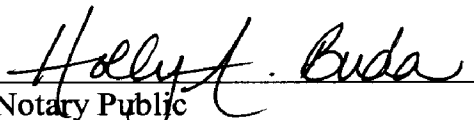

Notary Public

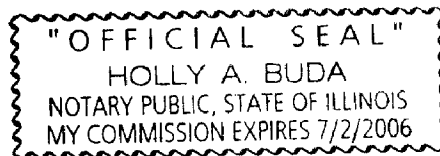


STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On 30 April 2003, 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 ServiceMaster Brands L.L.C., a Vermont limited liability company.

My commission expires:


Notary Public



**SCHEDULE A
(SEE ATTACHED)**

Registered Owner:		The ServiceMaster Company		One ServiceMaster Way Downers Grove, IL 60515		
ID	Country	Mark	Classes	App. Dt	Reg. Dt	Status
1406	United States	Axon (word mark)	37	12/17/1987	9/20/1988	Registered
3255	United States	AMS (word mark)	37	12/17/1987	1,505,182	Common Law
3256	United States	AMS (stylized)	37	12/17/1987	1,505,182	Common Law