

10-31-2003



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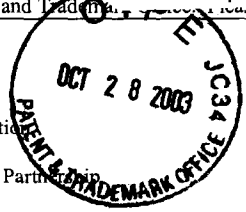
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To the Director of the United States Patent and Trademark Office, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ServiceMaster Brands L.L.C.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Vermont Limited Liability
 Other _____

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



2. Name and address of receiving party(ies):
Name: ServiceMaster Brands Management L.L.C.
Address: 860 Ridge Lake Boulevard
A1-1575
Memphis, TN 38120-9434

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation -
 Other Delaware Limited Liability

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 2, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 78/087,989 - SERVICEMASTER HOME; 78/091,281 - SERVICEMASTER WAY; 78/091,004 - HOME SERVICE. MASTERED; 78/091,007 - WE HAVE HOME SERVICE MASTERED.

B. Trademark Registration No.(s)
 C.
 2,638,011 - WSH SMILING HOUSE DESIGN; 2,471,287 - WESERVEHOMES; 2,541,382 - BECAUSE NOBODY LIKES HOMEWORK (STYLIZED); 2,550,839 - POINT.CLICK.FIXED!; 1,097,020 - LEISURE LAWN & DESIGN; 1,034,116 - LEISURE LAWN; 1,051,560 - THE DRY FERTILIZER PEOPLE; 1,661,097 - GROUND CONTROL & DESIGN; 2,676,618 - SERVICEMASTER HOME SERVICE CENTER

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\244183-244693US-REC.DOC
 10/30/2003 DBYRNE 00000119 73067989

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$340.00
 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)

01 FC:4521 40.00 DP
02 FC:8522 300.00 DP

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:

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

ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT (the "Assignment") is made and entered into 8 October 2003 ("Effective Date"), by and between ServiceMaster Brands L.L.C., a Vermont company, ("Assignor"), and ServiceMaster Brands Management L.L.C., a Delaware 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 service marks and the United States service mark registrations listed in Schedule A ("Trademarks"), 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 Trademarks together with the goodwill associated with it.

NOW, THEREFORE, for good and valuable consideration, 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 Marks together with the goodwill associated therewith, 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 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.

**SCHEDULE A
(SEE ATTACHED)**

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
Registered Owner: ServiceMaster Brands Management L.L.C. 860 Ridge Lake Boulevard								
1396	United States	WSh Smiling House Design	35	75/903582	1/26/2000	2,638,011	10/22/2002	Registered
1397	United States	WeServeHomes (word mark)	35	75/904,274	1/26/2000	2,471,287	7/24/2001	Registered
1398	United States	Because Nobody Likes Homework (stylized)	35	75/902,527	1/26/2000	2,541,382	2/19/2002	Registered
1399	United States	Point. Click. Fixed!	35	75/907,241	2/1/2000	2,550,839	3/19/2002	Registered
1510	United States	Leisure Lawn & Design	42	73/120,727	3/28/1977	1,097,020	7/18/1978	Registered
1511	United States	Leisure Lawn (word mark)	42	73/056,116	6/25/1975	1,034,116	2/17/1976	Registered
1512	United States	The Dry Fertilizer People (word mark)	42	73/072,844	12/29/1975	1,051,560	10/26/1976	Registered
1522	United States	Ground Control and Design	42	74/063,207	5/29/1990	1,661,097	10/15/1991	Registered
3090	United States	ServiceMaster Home Service Center (word mark)	1, 35, 36, 37, 42	76/244,856	4/23/2001	2,676,618	1/21/2003	Registered
3158	United States	ServiceMaster Home (word mark)	1, 35, 36, 37, 42	78/087,989	10/11/2001			Application
3179	United States	ServiceMaster Way (word mark)	1, 35, 36, 37, 42	78/091,281	11/1/2001			Application
3181	United States	Home Service. Mastered.	1, 35, 36, 37, 42	78/091,004	10/31/2001			Application
3182	United States	We Have Home Service Mastered (word mark)	1, 35, 36, 37, 42	78/091,007	10/31/2001			Application
3566	United States	Gift of Time (word mark)	16, 35					Common Law