

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |                           |                                     |
|--|--|---------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>                | NEW ASSIGNMENT   |                           |                                     |
| <b>NATURE OF CONVEYANCE:</b>           | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                           |                                     |
| <b>CONVEYING PARTY DATA</b>            |  |                           |                                     |
| <b>Name</b>                            | <b>Formerly</b>  | <b>Execution Date</b>     | <b>Entity Type</b>                  |
| ServiceMaster Brands Management L.L.C. |  | 04/01/2005                | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>            |  |                           |                                     |
| <b>Name:</b>                           | TruGreen Limited Partnership   |                           |                                     |
| <b>Composed Of:</b>                    | COMPOSED OF TruGreen, Inc., a Delaware General Partnership                           |                           |                                     |
| <b>Street Address:</b>                 | 860 Ridge Lake Blvd.   |                           |                                     |
| <b>City:</b>                           | Memphis  |                           |                                     |
| <b>State/Country:</b>                  | TENNESSEE  |                           |                                     |
| <b>Postal Code:</b>                    | 38120  |                           |                                     |
| <b>Entity Type:</b>                    | LIMITED PARTNERSHIP: DELAWARE  |                           |                                     |
| <b>PROPERTY NUMBERS Total: 3</b>       |  |                           |                                     |
| <b>Property Type</b>                   | <b>Number</b>  | <b>Word Mark</b>          |                                     |
| <b>Serial Number:</b>                  | 73120727   | LEISURE LAWN              |                                     |
| <b>Serial Number:</b>                  | 73056116   | LEISURE LAWN              |                                     |
| <b>Serial Number:</b>                  | 73072844   | THE DRY FERTILIZER PEOPLE |                                     |
| <b>CORRESPONDENCE DATA</b>             |  |                           |                                     |
| <b>Fax Number:</b>                     | (630)663-2020  |                           |                                     |
|  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                           |                                     |
| <b>Phone:</b>                          | 630-663-2042   |                           |                                     |
| <b>Email:</b>                          | lisa.fillers@servicemaster.com   |                           |                                     |
| <b>Correspondent Name:</b>             | Margaret K. Cook   |                           |                                     |
| <b>Address Line 1:</b>                 | 3250 Lacey Road, Suite 600   |                           |                                     |
| <b>Address Line 4:</b>                 | Downers Grove, ILLINOIS 60515  |                           |                                     |
| <b>NAME OF SUBMITTER:</b>              | Margaret K. Cook   |                           |                                     |
| <b>Signature:</b>                      | /mkc/  |                           |                                     |

OP \$90.00 73120727

Date:

04/11/2005

**Total Attachments: 3**

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## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into **April 1, 2005** ("Effective Date"), by and between **ServiceMaster Brands Management L.L.C., a Delaware limited liability company**, ("Assignor"), and **TruGreen Limited Partnership., a Delaware limited partnership** ("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 and registrations with the United States Patent and Trademark Office, listed in Exhibit 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 the Trademarks.

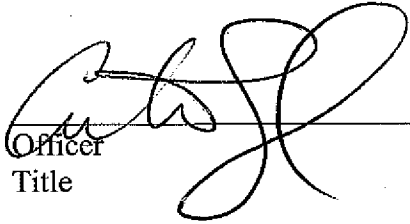
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor does sell, assign, transfer, and set over to Assignee the entire right, title, and interest in, to, and under the Trademarks, together with the goodwill associated with the Trademarks,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

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 Trademarks, (2) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks and this Assignment, (3) in obtaining any additional protection for the Trademarks 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.

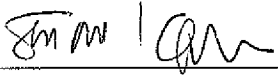
**Assignor:**  
**ServiceMaster Brands Management L.L.C.**

By:

  
\_\_\_\_\_  
Officer  
Title

**Assignee:**  
**TruGreen Limited Partnership**  
**By: TruGreen, Inc., general partner**

By:

  
\_\_\_\_\_  
Officer  
Title

**TRADEMARK**

**REEL: 003063 FRAME: 0398**

**Exhibit A**

Trademarks

| <u>United States Trademark Application Serial No.</u> | <u>Mark</u>               |
|---|---------------------------|
| 73/120,727  | LEISURE LAWN              |
| 73/056,116  | LEISURE LAWN              |
| 73/072,844  | THE DRY FERTILIZER PEOPLE |