

**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>
American Residential Services L.L.C.		01/01/2005	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ServiceMaster Brands L.L.C.		
<b>Street Address:</b>	100 Bank Street		
<b>City:</b>	Burlington		
<b>State/Country:</b>	VERMONT		
<b>Postal Code:</b>	05401		
<b>Entity Type:</b>	Limited Liability Company: VERMONT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73631674	SERVICE EXPRESS	
<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/		
<b>Date:</b>	04/22/2005		

Total Attachments: 3

**900023512**

**TRADEMARK  
 REEL: 003071 FRAME: 0069**

**OP \$40.00 73631674**

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## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into **January 1, 2005** ("Effective Date"), by and between **American Residential Services L.L.C., a Delaware limited liability company**, ("Assignor"), and **ServiceMaster Brands L.L.C., a Vermont limited liability company** ("Assignee").

### RECITALS

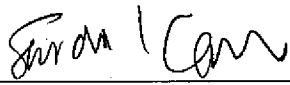
- A. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademark and service mark, and any respective application and registration with the United States Patent and Trademark Office, listed in Exhibit A ("Trademark"), including variations thereof 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 Trademark, together with the goodwill associated with the Trademark.

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 Trademark, together with the goodwill associated with the Trademark, 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 Trademark, 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 Trademark to record Assignee as the owner of the Trademark.

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

By:   
Officer  
Title V.P. and Asst. Secretary

**Assignee:**  
**ServiceMaster Brands L.L.C.**

By:   
Officer  
Title V.P. and Asst. Secretary

**Exhibit A**

Trademark

United States Trademark Application Serial No.

**73/631674**

Mark

**SERVICE EXPRESS & DESIGN**