

**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>
Turf Works, Inc.		02/13/2006	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ServiceMaster Holding Corporation		
<b>Street Address:</b>	3250 Lacey Road, Suite 600		
<b>City:</b>	Downers Grove		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60515		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2578889	TURF WORKS	
<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>	06/28/2006		

OP \$40.00 2578889

Total Attachments: 9

**900052145**

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## AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement") is entered into this 13<sup>th</sup> day of February, 2006 (the "Execution Date"), by and among **SERVICEMASTER HOLDING CORPORATION**, a Delaware corporation ("BUYER"), **TURF WORKS, INC.**, a New Jersey corporation ("SELLER"), and **GREGORY A. ORLACCHIO AND BRENDA K. ORLACCHIO**, the sole shareholders of **SELLER** ("OWNER"), and, for the sole purpose of Section 6 hereof, **THE SERVICEMASTER COMPANY**, a Delaware corporation and the sole stockholder of **BUYER** ("PARENT").

**WHEREAS**, **SELLER** is engaged in the lawn care and/or tree and shrub care and related service business conducted in Freehold, New Jersey and surrounding communities.

**WHEREAS**, **OWNER** is the sole shareholder of **SELLER**.

**WHEREAS**, **SELLER** and **OWNER** desire to sell, or cause to be sold, to **BUYER**, and **BUYER**, desires to purchase from **SELLER**, substantially all of the assets and properties of **SELLER** solely in exchange for SVM Shares of voting common stock of **PARENT** and the assumption by **BUYER** of certain liabilities, in a manner intended to qualify as a tax-free reorganization, pursuant to Section 368(a)(1)(C) of the Internal Revenue Code of 1986 (the "Code"), on the terms and subject to the conditions set forth herein.

**WHEREAS**, **BUYER** expects to contribute such assets and properties, and assign such liabilities, to its operating subsidiary, TruGreen Limited Partnership, a Delaware limited partnership ("TruGreen").

**NOW, THEREFORE**, the parties agree as follows:

### Section 1. Definitions and Interpretation.

(a) Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1(a):

equipment and furnishings, telephone systems and other fixed assets identified on Schedule 1(a)-4.

**“Governmental Body”** means any United States federal, state or local, or any supra-national or non-United States, government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency body or commission, self-regulatory organization, court, tribunal or judicial or arbitral body.

**“Governmental Permits”** has the meaning specified in Section 5(q).

**“Indemnitee”** has the meaning specified in Section 14(c).

**“Indemnitor”** has the meaning specified in Section 14(c).

**“Intellectual Property”** means (a) patents, provisional patent applications, patent applications, continuations, continuations-in-part, divisions, reissues, extensions, patent disclosures, industrial designs, inventions (whether or not patentable or reduced to practice) and improvements thereto, (b) trademarks, service marks, trade dress, logos, trade names, corporate names, designs, slogans and general intangibles of like nature, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, whether registered or unregistered, and all applications, registrations and renewals in connection with the foregoing, (c) copyrightable works and copyrights, and all applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, concepts, methods, models, formulas, technology, compositions, manufacturing and production processes and techniques, data, designs, drawings, specifications, customer and supplier lists, mailing lists, pricing and cost information, business and marketing plans and proposals and other proprietary information), (e) business and regulatory agency licenses, (f) computer software (including data and related documentation), whether in source code, object code or human readable form, (g) web sites, uniform resource locators (URL) and domain names, (h) all other proprietary rights, and (i) copies and tangible embodiments of the foregoing (in whatever form or medium), in each case, owned or licensed by SELLER and used in connection with the Business, including those identified on Schedule 5(l).

passage of time or the giving of notice or both, would constitute such a default or breach by SELLER. SELLER is not currently renegotiating any of the Contracts and Commitments or Other Agreements or paying liquidated damages in lieu of performance thereunder. None of the Contracts and Commitments and Other Agreements contains terms unduly burdensome to SELLER or is harmful to the Business. SELLER has delivered complete and correct copies of each of the Contracts and Commitments and Other Agreements to BUYER. The Contracts and Commitments and Other Agreements do not include any contracts with any Governmental Bodies.

(j) Customers. No customer of SELLER in respect of the Business generated, directly or indirectly, more than 5% of SELLER's revenue for the calendar year ended December 31, 2005.

(k) Real Property. Reserved.

(l) Intellectual Property. To the best of SELLER's and OWNER's knowledge, except as set forth on Schedule 5(l), SELLER owns or has the right to use pursuant to an enforceable written agreement or permission, all Intellectual Property used in connection with the Business. Each item of Intellectual Property owned or used by SELLER in connection with the Business immediately prior to the Closing shall be owned or available for use by BUYER on identical terms and conditions immediately subsequent to the Closing. SELLER and OWNER have taken all reasonably necessary action to maintain and protect each item of Intellectual Property used in connection with the Business.

To the best of SELLER's and OWNER's knowledge, except as set forth on Schedule 5(l), neither SELLER nor OWNER has infringed, misappropriated or violated any rights of any third party with respect to Intellectual Property, and neither SELLER nor OWNER has received any written notice alleging any such infringement, misappropriation or violation. To the knowledge of SELLER and OWNER, no third party has infringed, misappropriated or violated any Intellectual Property rights of SELLER or OWNER.

Schedule 5(l) sets forth a true and complete list of (i) all applications to register any Intellectual Property applied for by SELLER or OWNER and registrations that have been issued to SELLER or OWNER, (ii) all agreements or other permissions which SELLER or OWNER

has granted to any third party with respect to any of the Intellectual Property (together with any exceptions) used by SELLER or OWNER in connection with the Business and (iii) all trade names, unregistered trademarks and service marks used by SELLER or OWNER in connection with the Business. With respect to each of the foregoing items of Intellectual Property required to be listed on Schedule 5(l), except as set forth on Schedule 5(l): (A) SELLER or OWNER possesses all right, title, and interest in and to each item, free and clear of all Encumbrances; (B) no item is subject to any outstanding injunction, judgment, order, decree, ruling or charge by any Governmental Body; (C) no Action is pending or, to the knowledge of SELLER or OWNER, threatened which challenges the legality, validity, enforceability, use, or ownership of any such item; and (D) neither SELLER nor OWNER has agreed to indemnify any person, party, or entity for or against any interference, infringement, misappropriation, violation or other conflict with respect to any such item.

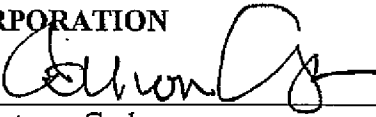
Schedule 5(l) also contains a true and complete list of (i) all Intellectual Property owned by third parties and used by SELLER or OWNER pursuant to agreement or permission in connection with the Business and (ii) all agreements or other permissions which SELLER or OWNER has been granted by any third party with respect to any Intellectual Property owned by third parties in connection with the Business. With respect to each of the foregoing items of Intellectual Property required to be listed on Schedule 5(l), except as set forth on Schedule 5(l): (A) the agreement or permission covering the item is legal, valid, binding, enforceable and in full force and effect; (B) the agreement or permission will continue to be in full force and effect on identical terms following the Closing; (C) no party to the agreement or permission is in breach or default, and no event has occurred which, with notice or lapse of time, or both, would constitute a breach or default or permit termination, modification, or acceleration thereunder; (D) no party to the agreement or permission has repudiated any provision thereof; (E) no Action is pending or, to the knowledge of SELLER or OWNER, is threatened which challenges the legality, validity, or enforceability of the underlying item of Intellectual Property; and (F) neither SELLER nor OWNER has granted any sublicense or similar right with respect to the agreement or permission.

(m) Fixed Assets. The fair market value of the Fixed Assets is not less than \$160,000.00. Except as set forth on Schedule 5(m) and except for the Excluded Assets, the Assets constitute all of the assets used in the Business and are in good operating condition, reasonable wear and tear excepted, and are suitable for the uses for which intended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**BUYER**

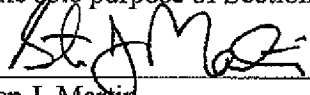
**SERVICEMASTER HOLDING CORPORATION**

By:   
Robert von Gruben  
Senior Vice President and Secretary,  
TruGreen, Inc.  
General Partner of TruGreen Limited Partnership  
Vice President and Secretary  
ServiceMaster Consumer Services, Inc.  
A duly authorized signer for ServiceMaster

**PARENT**

**THE SERVICEMASTER COMPANY**

For the sole purpose of Sections 4, 6 and 11 hereof

By:   
Steven J. Martin  
Senior Vice President and Chief Financial Officer  
TruGreen, Inc.  
General Partner of TruGreen Limited Partnership  
A duly authorized signer for ServiceMaster

**SELLER**

**TURF WORKS, INC.**

By: \_\_\_\_\_  
Name: Gregory A. Orlacchio  
Title: President

**OWNER**

\_\_\_\_\_  
Gregory A. Orlacchio, Individually

\_\_\_\_\_  
Brenda Orlacchio, Individually

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**BUYER**

**SERVICEMASTER HOLDING CORPORATION**

By: \_\_\_\_\_  
Robert von Gruben  
Senior Vice President and Secretary,  
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**PARENT**

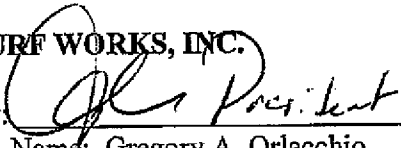
**THE SERVICEMASTER COMPANY**

For the sole purpose of Sections 4, 6 and 11 hereof

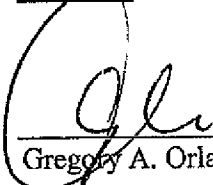
By: \_\_\_\_\_  
Steven J. Martin  
Senior Vice President and Chief Financial Officer  
TruGreen, Inc.  
General Partner of TruGreen Limited Partnership  
A duly authorized signer for ServiceMaster

**SELLER**

**TURF WORKS, INC.**

By:   
Name: Gregory A. Orlacchio  
Title: President

**OWNER**

  
Gregory A. Orlacchio, Individually

  
Brenda Orlacchio, Individually



INTELLECTUAL PROPERTY

1. SELLER has registered a tradename "Turf Works" with the United States Patent and Trademark Office. Attached is a copy of Certificate of Registration of said mark.
2. SELLER licenses certain software program from Real Green Systems. SELLER pays a monthly support fee of \$390 (See attached invoice). The arrangement is terminable at any time.

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



A handwritten signature in cursive script, reading "James P. Moore".

Director of the United States Patent and Trademark Office

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

**United States Patent and Trademark Office**

Reg. No. 2,578,889

Registered June 11, 2002

**SERVICE MARK  
PRINCIPAL REGISTER**

**TURF WORKS**

TURF WORKS INC. (NEW JERSEY CORPORATION)  
190 BENNETT ROAD  
FREEHOLD, NJ 07728

FOR: LAWN CARE, TREE AND LANDSCAPING  
SERVICES, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 12-1-1993; IN COMMERCE 12-1-1993.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "TURF", APART FROM THE MARK  
AS SHOWN.

SER. NO. 78-084,880, FILED 9-21-2001.

BRETT J. GOLDEN, EXAMINING ATTORNEY