

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TruGreen, Inc.		06/19/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TruGreen Limited Partnership		
Composed Of:	COMPOSED OF TruGreen, Inc, a Delaware Corporation		
Street Address:	860 Ridge Lake Blvd.		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38120		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2578889	TURF WORKS	
CORRESPONDENCE DATA			
Fax Number:	(630)663-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	630-663-2042		
Email:	lisa.fillers@servicemaster.com		
Correspondent Name:	Margaret K. Cook		
Address Line 1:	3250 Lacey Road, Suite 600		
Address Line 4:	Downers Grove, ILLINOIS 60515		
NAME OF SUBMITTER:	Margaret K. Cook		
Signature:	/mkc/		
Date:	06/28/2006		

Total Attachments: 3

900052149

**TRADEMARK
 REEL: 003338 FRAME: 0462**

OP \$40.00 2578889

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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into June 19, 2006 ("Effective Date"), by and between TruGreen, Inc., a Delaware corporation, ("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.

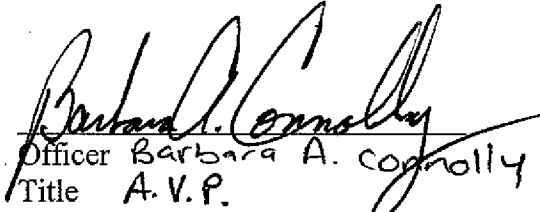
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor does sell, assign, transfer, and set over to Assignee the entire right, title, and interest in, to, and under the Trademarks, together with the goodwill associated with the Trademarks,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

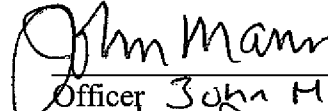
Assignor:
TruGreen, Inc.

By:


Officer Barbara A. Cognolly
Title A.V.P.

Assignee:
TruGreen Limited Partnership
By: TruGreen, Inc., a General Partner

By:


Officer John Mann
Title Vice Pres - Tax

TRADEMARK

REEL: 003338 FRAME: 0465

Exhibit A

Trademarks

United States Trademark Registration No.

Mark

2,578,889

TURF WORKS