

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ServiceMaster Brands, L.L.C.		09/29/2006	LIMITED LIABILITY COMPANY: VERMONT

**RECEIVING PARTY DATA**

<b>Name:</b>	American Residential Services, L.L.C.
<b>Street Address:</b>	860 Ridge Lake Blvd A3-1860
<b>City:</b>	Memphis
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38120
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Serial Number:	75103181	ARS AMERICAN RESIDENTIAL SERVICES
Serial Number:	75261789	ARS
Serial Number:	75261790	ARS
Serial Number:	73701509	AXON
Serial Number:	73438218	DRAINRIGHT
Serial Number:	78577250	
Serial Number:	78201280	MASTER TECHS
Serial Number:	78076448	NOBODY HANDLES YOUR PLUMBING DISASTER FASTER!
Serial Number:	78086052	OPERATION WARM-UP
Serial Number:	78809904	
Serial Number:	78707014	RESCUE ROOTER
Serial Number:	73185931	RESCUE ROOTER
Serial Number:	74329906	RESCUE ROOTER

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Serial Number:	73063883	RESCUE ROOTER
Serial Number:	74520803	SCOUR JET
Serial Number:	73438199	SCOUR-JET
Serial Number:	73631674	SERVICE EXPRESS
Serial Number:	78076444	WE CAN MASTER ANY PLUMBING DISASTER!
Serial Number:	75576270	YOUR TEAM BEHIND THE SCENE
Registration Number:	3082532	ARS SERVICE EXPRESS
Registration Number:	3089922	ARS SERVICE EXPRESS
Registration Number:	3125045	ON-TIME PLUMBERS
Serial Number:	78250854	ARS SERVICE EXPRESS FRUSTRATION REPAIR
Serial Number:	78652760	ON-TIME GUYS
Serial Number:	78821793	ON-TIME GUYS
Serial Number:	78652753	ON-TIME PLUMBING GUYS
Serial Number:	78397370	ON-TIME REPAIR GUYS
Serial Number:	78655780	THE IRISH PLUMBER
Serial Number:	78652824	THE IRISH PLUMBER "SINCE 1945"

#### CORRESPONDENCE DATA

Fax Number: (212)492-0329  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-373-3239  
 Email: cmeredithgoujon@paulweiss.com  
 Correspondent Name: Claudine Meredith- Goujon  
 Address Line 1: 1285 Avenue of the Americas  
 Address Line 2: 31st Floor  
 Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	13548-079
NAME OF SUBMITTER:	Claudine Meredith-Goujon
Signature:	/Claudine Meredith-Goujon/
Date:	10/04/2006

Total Attachments: 5  
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## ASSIGNMENT OF TRANSFERRED TRADEMARKS

THIS TRADEMARK ASSIGNMENT ("Assignment") dated as of September 29, 2006 by and between ServiceMaster Brands, L.L.C., a Vermont limited liability company ("Assignor"), and American Residential Services L.L.C., a Delaware limited liability company ("Assignee").

### PRELIMINARY STATEMENT

A. Assignor is the registered owner of the trademarks, service marks and any respective applications and registrations listed on Schedule A (the "Trademarks");

B. The ServiceMaster Company, a Delaware corporation ("Parent"), ServiceMaster Holding Corporation, a Delaware corporation, American Residential Services Holding L.L.C., a Delaware limited liability company, ARS Investment Holdings, LLC, a Delaware limited liability company, and ARS Acquisition Corp., a Delaware corporation, have entered into that certain Purchase Agreement dated as of August 11, 2006 (the "Purchase Agreement");

C. Pursuant to the Purchase Agreement and subject to the applicable terms and conditions thereof, Parent has agreed to cause Assignor to transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks, including any goodwill associated therewith (the "Transferred Trademarks"); and

D. All capitalized terms used but not defined herein shall have the meaning given to them in the Purchase Agreement.

### ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee all of Assignor's right, title and interest in and to: (a) the Transferred Trademarks; (b) any goodwill associated therewith; (c) any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution, misappropriation or other unauthorized use of the Transferred Trademarks occurring prior to the Closing Date, including the right to receive all proceeds and damages therefrom; and (d) any and all rights to obtain renewals of registrations or other legal protections pertaining to the Transferred Trademarks.

2. Assignor and Assignee shall each execute, acknowledge (if appropriate) and deliver, or cause the execution, acknowledgement and delivery of, such further documents and instruments as may reasonably be requested by the other party hereto to implement the purposes of this Assignment.

3. This Assignment shall be governed and construed in accordance with the internal laws (as opposed to the conflict of laws provisions) of the State of Delaware and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

4. This Assignment is executed and delivered pursuant to the Purchase Agreement, and shall be subject to the terms and conditions thereof, and interpreted in accordance with, the Purchase Agreement.

5. This Assignment may be executed by facsimile in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same assignment, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to Assignor and Assignee.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

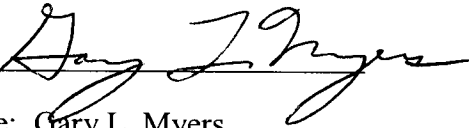
SERVICEMASTER BRANDS L.L.C.

By: 

Name: Mitchell T. Engel

Title: President

AMERICAN RESIDENTIAL SERVICES L.L.C.




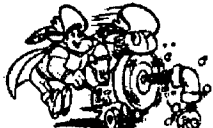


By: 


Name: Gary L. Myers

Title: Vice President, General Counsel and  
Secretary

## Schedule A – Transferred Trademarks

### Registered Domestic Trademarks


California	Proserv & Design			045604	2/16/1996	2/16/2016	✓
Florida	ARS Service Express (word mark)	N/A		T0500000800	6/21/2005	6/21/2015	
Tennessee	Music City Sewer & Drain Cleaning Plumbing Repairs (logo)				11/5/1997	11/5/2007	
United States	American Residential Services ARS (stylized)		✓ 75/103,181	2,120,965	12/16/1997	12/16/2007	
United States	ARS (stylized)		✓ 75/261,789	2,140,947	3/3/1998	3/3/2008	
United States	ARS (word mark)	N/A	✓ 75/261,790	2,139,085	2/24/1998	2/24/2008	
United States	Axon (word mark)	N/A	✓ 73/701,509	1,505,182	9/20/1988	9/20/2008	
United States	Drainright (word mark)	N/A	✓ 73/438,218	1,291,617	8/28/1984	8/28/2014	
United States	Dandy & Pronto Logo		✓ 78/577,250	3,057,836	2/7/2006	2/7/2012	
United States	Master Techs (word mark)	N/A	✓ 78/201,280	2,855,928	6/22/2004	6/22/2010	
United States	Nobody Handles Your Plumbing Disaster Faster! (word mark)	N/A	✓ 78/076,448	2,547,458	3/12/2002	3/12/2007	
United States	Operation Warm-Up (word mark)	N/A	✓ 78/086,052	2,631,924	10/8/2002	10/8/2007	
United States	Rescue Rooter (Horizontal Design)		✓ 78/809,094	3,135,942	8/29/2006	8/29/2016	
United States	Rescue Rooter (Stacked Design)		✓ 78/707,014	3,135,626	8/29/2006	8/29/2016	
United States	Rescue Rooter (word mark)	N/A	✓ 73/185,931	1,131,000	2/12/1980	2/12/2010	
United States	Rescue Rooter (word mark)	N/A	✓ 74/329,906	1,787,059	8/10/1993	8/10/2013	

United States	Rescue Rooter and Musketeer		✓73/063,883	1,053,076	11/16/1976	11/16/2016
United States	Scour Jet	N/A	✓74/520,803	1,891,374	4/25/1995	4/25/2015
United States	Scour-Jet (word mark)	N/A	✓73/438,199	1,291,886	8/28/1984	8/28/2014
United States	Service Express & design	<b>SERVICE EXPRESS</b>	✓73/631,674	1,498,946	8/2/1988	8/2/2008
United States	We Can Master Any Plumbing Disaster (word mark)	N/A	✓78/076,444	2,573,944	5/28/2002	5/28/2007
United States	Your Team Behind the Scene (word mark)	N/A	✓75/576,270	2,309,018	1/18/2000	1/18/2005*
United States	ARS Service Express (word mark)	N/A	✓3,082,532		4/18/2006	4/18/2012
United States	ARS Service Express (word mark)	N/A	✓3,089,922		5/19/2006	5/19/2012
United States	On-Time Plumbers (word mark)	N/A	78/397,287	✓3,125,045	8/1/2006	8/1/2016

\* Trademark no longer in use and maintenance filings have not been made.

#### Domestic Trademark Applications



United States	ARS Service Express Frustration Repair (word mark)	N/A	✓78/250,854		5/16/2003	
United States	On-Time Guys (word mark)	N/A	✓78652760		6/17/2005	
United States	On-Time Guys (word mark)	N/A	78821793		2/23/2006	
United States	On-Time Plumbing Guys (word mark)	N/A	✓78652753		6/17/2005	
United States	On-Time Repair Guys (word mark)	N/A	✓78/397,370		4/6/2004	
United States	The Irish Plumber (word mark)	N/A	✓78655780		6/22/2005	
United States	The Irish Plumber [Logo]		✓78652824		6/17/2005	