

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Revolving Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TruGreen Limited Partnership		07/24/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Bank, National Association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1601498	ALL-NUTRIENT
Registration Number:	2777166	AMERICA'S AUTHORITY ON LAWN AND LANDSCAPE SERVICES
Registration Number:	3217488	AMERICA'S AUTHORITY ON LAWN CARE
Registration Number:	1085158	BAREFOOT GRASS
Registration Number:	1172655	
Registration Number:	1171732	
Registration Number:	1142243	CHEMLANCE
Registration Number:	2532268	CHEMLAWN
Registration Number:	1518305	CHEMLAWN GUARANTEES RESULTS
Registration Number:	1446796	CHEMLAWN PESTFREE
Registration Number:	1523817	CHEMLAWN TREE & SHRUB CARE
Registration Number:	1565235	CHEMLAWN WE CARE, AND IT SHOWS.
Registration Number:	1069173	CHEMSCAPE

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Registration Number:	1069172	CHEMSCAPE
Registration Number:	1517605	ESTATE
Registration Number:	2625186	GRASSROOTS
Registration Number:	2089556	GRASSROOTS
Registration Number:	1097020	LEISURE LAWN
Registration Number:	1034116	LEISURE LAWN
Registration Number:	3190162	MAKING AMERICA BEAUTIFUL. ONE LAWN AT A TIME.
Registration Number:	2352859	NORTH AMERICA'S AUTHORITY ON LANDSCAPE SERVICES
Registration Number:	1439684	PESTFREE
Registration Number:	1653899	PESTFREE ON TIME GUARANTEE
Registration Number:	2646304	PROFESSIONAL'S CHOICE BY TRUGREEN CHEMLAWN
Registration Number:	1741720	SEE YOUR BUSINESS THROUGH YOUR CUSTOMER'S EYES
Registration Number:	1501915	
Registration Number:	1051560	THE DRY FERTILIZER PEOPLE
Registration Number:	1531462	TRU GREEN
Registration Number:	3242039	TRUCARD
Registration Number:	3244647	TRUCARD
Registration Number:	2543094	TRUGREEN
Registration Number:	1436117	TRU-GREEN
Registration Number:	2588601	TRUGREEN CHEMLAWN
Registration Number:	3150944	TRUGREEN COMPANIES
Registration Number:	3150945	TRUGREEN COMPANIES
Registration Number:	2511969	TRUGREEN INTERIOR PLANTCARE
Registration Number:	2543093	TRUGREEN LAWNCARE
Registration Number:	1962583	TRUGREEN
Registration Number:	2578889	TURF WORKS
Registration Number:	1436848	WE GO THAT EXTRA YARD
Registration Number:	3032316	YOUR LAWN MEANS MORE
Serial Number:	77041262	LQA LAWN QUALITY AUDIT
Serial Number:	77166887	TRUDETAIL
Serial Number:	77166872	TRUSHIELD

CORRESPONDENCE DATA

Fax Number: (212)909-6836

TRADEMARK
REEL: 003619 FRAME: 0722

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 909-6000
Email: trademarks@debevoise.com
Correspondent Name: Jonathan Adler
Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15555-1252
NAME OF SUBMITTER:	Jonathan Adler
Signature:	/Jonathan Adler/
Date:	09/12/2007

Total Attachments: 8
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**REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 24, 2007, is made by TruGreen Limited Partnership (the "Grantor") in favor of Citibank, N.A. (the "Revolving Collateral Agent"), as administrative agent and revolving collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Revolving Credit Agreement, dated as of July 24, 2007 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Revolving Credit Agreement"), among The ServiceMaster Company, the Revolving Collateral Agent, as administrative agent, revolving collateral agent and issuing bank, JPMorgan Chase Bank, N.A., as syndication agent and the other parties party thereto.

WHEREAS, pursuant to the Revolving Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Revolving Credit Agreement, CDRSVM Holding, Inc., the Grantor and certain other Subsidiaries of The ServiceMaster Company executed and delivered a Guarantee and Collateral Agreement, dated as of July 24, 2007, in favor of the Revolving Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Revolving Collateral Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Grantor on the terms and subject to the conditions of the Revolving Credit Agreement, the Grantor agrees, for the benefit of the Revolving Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Revolving Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Revolving Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than Holding, a Restricted Subsidiary of Holding or an Affiliate thereof for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the Revolving Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

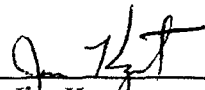
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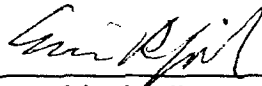
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUGREEN LIMITED PARTNERSHIP

By: TRUGREEN, INC., its general partner

By: 
Name: Jim Kaput
Title: Senior Vice President

By: 
Name: Eric Zarnikow
Title: Assistant Treasurer

STATE OF ILLINOIS)
) ss.:
COUNTY OF DUPAGE)

On this 24th day of July, 2007, before me personally appeared Jim Kaput and Eric Zarnikow, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.



Notary Public

(Affix Seal Below)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUGREEN LIMITED PARTNERSHIP

By: TruGreen, Inc., its general partner

By: _____

Name:

Title:

CITIBANK, N.A.

By: _____

Name:

Title: Timothy P. Dilworth
Vice President

TRADEMARK

REEL: 003619 FRAME: 0728

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of July, 2007, before me personally appeared Timothy P. Dilworth, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Edward R. Chalfin
Notary Public

EDWARD R. CHALFIN
Notary Public, State of New York
No. 31-4971117
Qualified in New York County
Commission Expires Aug. 27, 2010

(Affix Seal Below)

Schedule A

Trademarks

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
ALL-NUTRIENT (WORD MARK)	73/706,704	01/20/88	1,601,498	06/12/90
AMERICA'S AUTHORITY ON LAWN AND LANDSCAPE SERVICES (WORD MARK)	76/150,021	10/19/00	2,777,166	10/28/03
AMERICA'S AUTHORITY ON LAWN CARE	78/836,859	03/14/06	3,217,488	03/13/07
BAREFOOT GRASS (WORD MARK)	73/131,313	06/22/77	1,085,158	02/07/78
BAREFOOT GRASS DESIGN (CHILDREN PLAYING)	73/248,410	02/01/80	1,172,655	10/06/81
BAREFOOT GRASS DESIGN (CHILDREN PLAYING IN COLOR)	73/248,481	02/01/80	1,171,732	09/29/81
CHEMLANCE (STYLIZED)	73/182,268	08/16/78	1,142,243	12/09/80
CHEMLAWN (WORD MARK)	78/064,963	05/22/01	2,532,268	01/22/02
CHEMLAWN GUARANTEES RESULTS (WORD MARK)	73/716,930	03/03/88	1,518,305	12/27/88
CHEMLAWN PESTFREE W/ RAINDROP DESIGN	73/452,725	11/14/83	1,446,796	07/07/87
CHEMLAWN TREE/SHRUB CARE & DESIGN W/LEAF	73/711,042	02/16/88	1,523,817	02/07/89
CHEMLAWN WE CARE AND IT SHOWS	73/785,070	03/03/89	1,565,235	11/07/89
CHEMSCAPE (WORD MARK)	73/106,566	11/15/76	1,069,173	07/05/77
CHEMSCAPE W/ LEAF DESIGN	74/106,565	11/15/76	1,069,172	07/05/77
ESTATE (WORD MARK)	73/712,623	02/22/88	1,517,605	12/20/88
GRASSROOTS	78/082,120	08/31/01	2,625,186	09/24/02
GRASSROOTS (AND DESIGN)	74/597,994	11/14/94	2,089,556	08/19/97
LEISURE LAWN & DESIGN	73/120,727	03/28/77	1,097,020	07/18/78
LEISURE LAWN (WORD MARK)	73/056,116	06/25/75	1,034,116	02/17/76
LQA LAWN QUALITY AUDIT & DESIGN	77/041,262	11/10/06		
MAKING AMERICA BEAUTIFUL. ONE LAWN AT A TIME.	78/661,053	06/29/05	3,190,162	12/26/06
NORTH AMERICA'S AUTHORITY ON LANDSCAPE SERVICES	75/603,205	12/15/98	2,352,859	05/23/00
PESTFREE (WORD MARK)	73/412,116	02/03/83	1,439,684	05/12/87
PESTFREE ON TIME GUARANTEE (STYLIZED)	74/065,934	06/04/90	1,653,899	08/13/91

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
PROFESSIONAL'S CHOICE BY TRUGREEN CHEMLAWN (WORD MARK)	75/813,073	09/29/99	2,646,304	11/05/02
SEE YOUR BUSINESS THROUGH YOUR CUSTOMER'S EYES (WORD MARK)	74/207,429	09/27/91	1,741,720	12/22/92
SPRAY GUN CONFIGURATION (DRAWING)	73/649,400	03/13/87	1,501,915	08/30/88
THE DRY FERTILIZER PEOPLE (WORD MARK)	73/072,844	12/29/75	1,051,560	10/26/76
TRU GREEN (WORD MARK)	73/748,371	08/25/88	1,531,462	03/21/89
TRUCARD	78/925,440	07/10/06	3,242,039	5/15/07
TRUCARD	78/925,460	07/10/06	3,244,647	5/22/07
TRUDETAIL	77/166,887	04/26/07		
TRUGREEN (WORD MARK)	78/065,182	05/23/01	2,543,094	02/26/02
TRU-GREEN (WORD MARK)	73/600,210	05/22/86	1,436,117	04/14/87
TRUGREEN CHEMLAWN (WORD MARK)	78/065,190	05/23/01	2,588,601	07/02/02
TRUGREEN COMPANIES	78/741,483	10/27/05	3,150,944	10/03/06
TRUGREEN COMPANIES	78/741,493	10/27/05	3,150,945	10/03/06
TRUGREEN INTERIOR PLANTCARE (WORD MARK)	76/030,920	04/19/00	2,511,969	11/27/01
TRUGREEN LAWNCARE (WORD MARK)	78/064,950	05/22/01	2,543,093	02/26/02
TRUGREEN W/ GRASS DESIGN	74/141,554	02/25/91	1,962,583	03/19/96
TRUSHIELD	77/166,872	04/24/07		
TURF WORKS	78/084,880	09/21/01	2,578,889	06/11/02
WE GO THAT EXTRA YARD (WORD MARK)	73/593,332	04/14/86	1,436,848	04/14/87
YOUR LAWN MEANS MORE	78/543,683	01/07/05	3,032,316	12/20/05