

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
The Terminix International Company 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: 26

Property Type	Number	Word Mark
Registration Number:	1362444	ABC PEST CONTROL
Registration Number:	2914648	BUG IN YOUR EAR REFERRAL PROGRAM
Registration Number:	1771866	CLEANHEAT
Registration Number:	1749215	CONQUER
Registration Number:	924021	
Registration Number:	1578120	
Registration Number:	1639273	IT'S ABOUT TIME
Registration Number:	2292424	NO BUGS. NO HASSLES.
Registration Number:	1746079	NO IFS, ANDS, OR BUGS
Registration Number:	1850894	NOBODY BUGS BUGS LIKE TERMINIX
Registration Number:	2601280	ON DEMAND PEST CONTROL
Registration Number:	3092862	OUR BUSINESS IS PROTECTING YOURS
Registration Number:	1999963	OUR BUSINESS IS TO PROTECT YOURS
Registration Number:	3023809	PARAGON

CH \$665.00 1362444

Registration Number:	2215917	PARAGON
Registration Number:	1089869	PEST ARREST
Registration Number:	1698041	RED WING
Registration Number:	3178101	RPLUS INSULATION
Registration Number:	3087417	SCANMASTER
Registration Number:	635715	TERMINIX
Registration Number:	1404366	TERMINIX
Registration Number:	3071145	TERMINIX PROTECTION
Registration Number:	1405274	TERMINIX INTERNATIONAL TI
Registration Number:	3063477	THE TERMINIX "PROBLEM SOLVED!" GUARANTEE
Registration Number:	3100803	T-MAX
Serial Number:	77198386	RAPIDFREEZE

CORRESPONDENCE DATA

Fax Number: (212)909-6836
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: 7
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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 The Terminix International Company 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 other-wise 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.

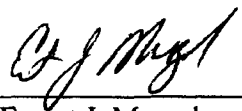
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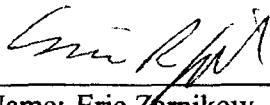
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE TERMINIX INTERNATIONAL
COMPANY LIMITED PARTNERSHIP

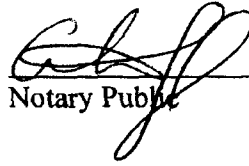
By: TERMINIX INTERNATIONAL, INC.,
its general partner

By: 
Name: Ernest J. Mrozek
Title: Treasurer

By: 
Name: Eric Zarnikow
Title: Assistant Treasurer

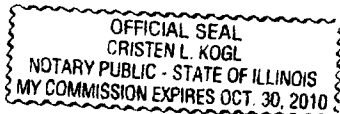
STATE OF ILLINOIS)
) ss.:
COUNTY OF DUPAGE)

On this 24th day of July, 2007, before me personally appeared Eric Zarnikow and Ernest J. Mrozek, 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.

THE TERMINIX INTERNATIONAL
COMPANY LIMITED PARTNERSHIP

By: Terminix International, Inc., its general partner

By: _____
Name:
Title:

CITIBANK, N.A.

By: 
Name: Timothy P. Dilworth
Title: Vice President

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

(Affix Seal Below)

EDWARD R. CHALFIN
Notary Public, State of New York
No. 81-6871117
Qualified in New York County
Commission Expires Aug. 27, 2010

Schedule A

Trademarks

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
ABC PEST CONTROL & AARDVARK DESIGN	73/483,027	06/01/84	1,362,444	09/24/85
BUG IN YOUR EAR REFERRAL PROGRAM AND DESIGN	78/333,315	11/25/03	2,914,648	12/28/04
CLEANHEAT (WORD MARK)	74/311,065	09/04/92	1,771,866	05/18/93
CONQUER	74/201,749	09/09/91	1,749,215	01/26/93
DESIGN (BUG IN TOP HAT)	72/383,797	02/16/71	924,021	11/16/71
DESIGN (BUG ON BACK)	73/586,336	03/06/86	1,578,120	01/16/90
IT'S ABOUT TIME (WORD MARK)	74/048,302	04/12/90	1,639,273	03/26/91
NO BUGS. NO HASSLES.	75/511,137	06/30/98	2,292,424	11/16/99
NO IFS, ANDS, OR BUGS (WORD MARK)	74/204,029	09/16/91	1,746,079	01/12/93
NOBODY BUGS BUGS LIKE TERMINIX	74/441,276	09/28/93	1,850,894	08/23/94
ON DEMAND PEST CONTROL (WORD MARK)	78/090,338	10/26/01	2,601,280	07/30/02
OUR BUSINESS IS PROTECTING YOURS	78/627,641	05/11/05	3,092,862	05/16/06
OUR BUSINESS IS TO PROTECT YOURS	75/004,342	10/11/95	1,999,963	09/10/96
PARAGON (WORD MARK)	78/535,617	12/20/04	3,023,809	12/06/05
PARAGON (WORD MARK)	75/305,198	06/09/97	2,215,917	01/05/99
PEST ARREST (STYLIZED)	73/106,691	11/15/76	1,089,869	04/18/78
RAPIDFREEZE (WORD MARK)	77/198,386	6/5/07		
RED WING (WORD MARK)	74/166,149	05/13/91	1,698,041	06/30/92
RPLUS INSULATION AND DESIGN	78/532,428	12/14/04	3,178,101	11/28/06
SCANMASTER	78/595,879	03/28/05	3,087,417	05/02/06
TERMINIX (WORD MARK)	71/700,179	12/19/55	635,715	10/09/56
TERMINIX (WORD MARK)	73/574,031	12/18/85	1,404,366	08/05/86
TERMINIX PROTECTION (WORD MARK)	78/627,672	05/11/05	3,071,145	03/21/06
TERMINIX TI OVAL	73/574,030	09/15/33	1,405,274	08/12/86
THE TERMINIX "PROBLEM SOLVED!" GUARANTEE (WORD MARK)	78/584,518	03/10/05	3,063,477	02/28/06
T-MAX	78/661,439	06/30/05	3,100,803	06/06/06