

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 Landcare L.L.C.		07/24/2007	LIMITED LIABILITY COMPANY: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	1661097	GROUND CONTROL	
Registration Number:	2575183	TRUGREEN LANDCARE	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$65.00 1661097

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 TruGreen Landcare L.L.C. (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.

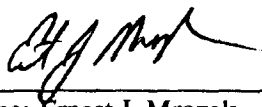
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

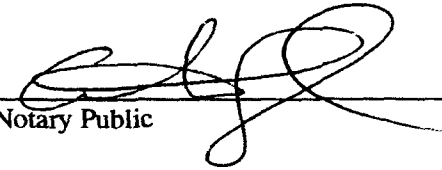
TRUGREEN LANDCARE L.L.C.

By: 
Name: Ernest J. Mrozek
Title: Executive Vice President

By: 
Name: Eric Zarnikow
Title: Vice President & Assistant
Treasurer

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

On this 24th day of July, 2007, before me personally appeared Ernest Mrozek 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)

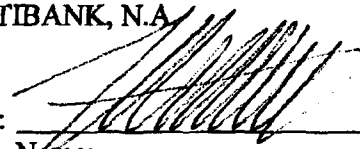


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRUGREEN LANDCARE, L.L.C.

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 29th 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. Chalpin
Notary Public

EDWARD R. CHALPIN
Notary Public, State of New York
No. 81-0071117
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
GROUND CONTROL AND DESIGN	74/063,207	05/29/90	1,661,097	10/15/91
TRUGREEN LANDCARE (WORD MARK)	76/007,791	03/23/00	2,575,183	06/04/02