

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
ServiceMaster Brands, LLC		06/01/2008	LIMITED LIABILITY COMPANY: VERMONT

RECEIVING PARTY DATA

Name:	InStar Services Group, L.P.
Composed Of:	COMPOSED OF InStar Services Management, L.L.C., General Partner
Street Address:	7439 Pebble Drive
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76118
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2677159	INSTAR
Serial Number:	77376668	INSTAR
Registration Number:	2713170	INSTAR
Serial Number:	77356546	OUR BUSINESS IS PUTTING YOU BACK IN BUSINESS
Serial Number:	77481384	P.R.E.P.
Serial Number:	77481367	P.R.E.P. PRIORITY RESPONSE EMERGENCY PLAN
Registration Number:	3359471	WHERE QUALITY IS REBUILT

CORRESPONDENCE DATA

Fax Number: (901)597-9762
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 901-597-8546
 Email: mark.duncan@servicemaster.com
 Correspondent Name: Mark Duncan

OP \$190.00 2677159

Address Line 1: 860 Ridge Lake Boulevard
Address Line 4: Memphis, TENNESSEE 38120

NAME OF SUBMITTER: Mark Duncan

Signature: /Mark Duncan/

Date: 06/17/2008

Total Attachments: 3
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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into June 1, 2008 ("Effective Date"), by and between SERVICEMASTER BRANDS L.L.C., a Vermont Limited Liability Company, ("Assignor"), and INSTAR SERVICES GROUP, L.P., a Delaware Limited Partnership ("Assignee").

RECITALS

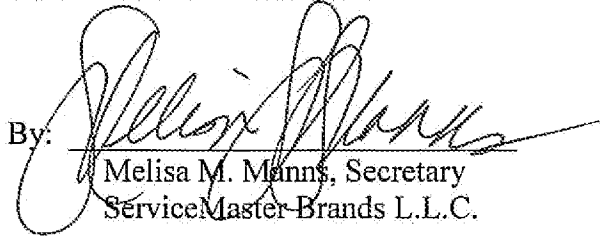
- A. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademarks and service marks, and any respective applications and registrations with the United States Patent and Trademark Office and the common law marks, listed in Exhibit 1 ("Trademarks"), 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:
ServiceMaster Brands L.L.C.

By: 
Melisa M. Manns, Secretary
ServiceMaster Brands L.L.C.

Assignee:
InStar Services Group, L.P.
By its General Partner:
InStar Services Management, L.L.C.

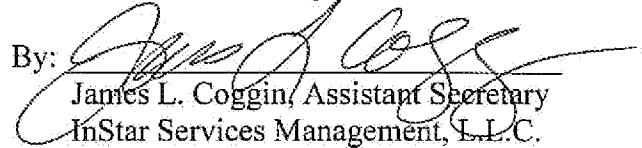
By: 
James L. Coggin, Assistant Secretary
InStar Services Management, L.L.C.

EXHIBIT 1

Mark (Profile)	Application No.	Application Date	Registration No.	Registration Date
Action Fire Restoration (common law)				
Burns InStar Service (common law)				
InStar (word mark)	76338016	11/15/2001	2677159	1/21/2003
InStar (word mark)	77376668	1/21/2008		
InStar and Design	76395873	4/15/2002	2713170	5/6/2003
Jay Construction (common law)				
Our Business is Putting You Back in Business (word mark)	77356546	12/20/2007		
P.R.E.P. (word mark)	77481384	5/22/2008		
P.R.E.P. PRIORITY RESPONSE EMERGENCY PLAN (word mark)	77481367	5/22/2008		
Total Restoration (common law)				
Where Quality is Rebuilt (word mark)	77206305	6/14/2007	3359471	12/25/2007