

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
Pointe Pest Control, LLC		10/07/2008	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	The ServiceMaster Company		
Street Address:	860 Ridge Lake Boulevard		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38120		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3314069	POINTE PEST CONTROL	
Registration Number:	3304495	POINTEGUARD	
Registration Number:	3295581	PINPOINTE	
Registration Number:	3295717	POINTE	
Registration Number:	3259513	FOUR POINTE	
CORRESPONDENCE DATA			
Fax Number:	(901)597-9762		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mark.duncan@servicemaster.com		
Correspondent Name:	Mark Duncan		
Address Line 1:	860 Ridge Lake Boulevard		
Address Line 4:	Memphis, TENNESSEE 38120		
NAME OF SUBMITTER:	Mark Duncan		

OP \$140.00 3314069

Signature:

/Mark Duncan/

Date:

10/20/2008

Total Attachments: 10

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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into October 7, 2008 ("Effective Date"), by and between **POINTE PEST CONTROL, L.L.C.**, a Utah limited liability company, ("Assignor"), and **THE SERVICEMASTER COMPANY**, a Delaware corporation ("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, listed in Attachment 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 with 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.

In the event any Trademark is registered with the United States Patent and Trademark Office or any state government agency, Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and/or the corresponding state official 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 registration or 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, any of its states or any foreign countries, and (4) in the implementation or perfection of this Assignment.

Assignor:
POINTE PEST CONTROL, L.L.C.

By:



Name: Jason Cragun
Title: Manager

Assignee:
THE SERVICEMASTER COMPANY

By:

Name: Thomas G. Brackett
Title: President and Chief
Operating Officer
Terminix, Inc.
a duly authorized signer for
ServiceMaster

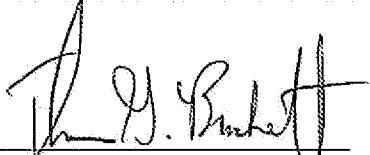
In the event any Trademark is registered with the United States Patent and Trademark Office or any state government agency, Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and/or the corresponding state official to record Assignee as the owner of the Trademarks.

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 registration or 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, any of its states or any foreign countries, and (4) in the implementation or perfection of this Assignment.

Assignor:
POINTE PEST CONTROL, L.L.C.

Assignee:
THE SERVICEMASTER COMPANY

By: _____
Name: Jason Cragun
Title: Manager

By: 
Name: Thomas G. Brackett
Title: President and Chief
Operating Officer
Terminix, Inc.
a duly authorized signer for
ServiceMaster

TRADEMARKS

Trademarks for Pointe

Trademark	Serial #	Law Firm	Reg. No.	Client No.
POINTE PEST CONTROL	78/765,009	Jones Waldo	3,314,069	13329.001
POINTEGUARD	78/859,783	Bateman Law	3,304,495	3313.BGIF.TM
PINPOINTE	78/859,810	Bateman Law	3,295,581	3314.BGIF.TM
POINTE	78/922,009	Bateman Law	3,295,717	3364.BGIF.TM
FOUR POINTE	78/796,337	Bateman Law	3,259,513	3231.BGIF.TM

Miles/Pointe/Trademarks For Pointe

Int. Cl.: 37

Prior U.S. Cls.: 100, 103, and 106

United States Patent and Trademark Office

Reg. No. 3,314,069

Registered Oct. 16, 2007

**SERVICE MARK
PRINCIPAL REGISTER**

POINTE PEST CONTROL

POINTE PEST CONTROL, L.L.C. (UTAH LTD
LIAB CO)

2601 N CANYON RD #201

PROVO, UT 84604

FOR: PEST CONTROL AND TERMITE CONTROL
SERVICES, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 3-1-2006; IN COMMERCE 4-30-2006.

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "PEST CONTROL", APART FROM
THE MARK AS SHOWN.

SN 78-765,009, FILED 12-1-2005.

PRISCILLA MILTON, EXAMINING ATTORNEY

Int. Cl.: 37

Prior U.S. Cls.: 100, 103, and 106

United States Patent and Trademark Office

Reg. No. 3,304,495

Registered Oct. 2, 2007

SERVICE MARK
PRINCIPAL REGISTER

POINTEGUARD

POINTE PEST CONTROL, L.L.C. (UTAH LTD
LIAB CO)
2601 N CANYON RD #201
PROVO, UT 84604

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

FOR: PEST CONTROL SERVICES, IN CLASS 37
(U.S. CLS. 100, 103 AND 106).

SN 78-859,783, FILED 4-12-2006.

FIRST USE 4-3-2006; IN COMMERCE 4-3-2006.

KHANH LE, EXAMINING ATTORNEY

00, 103, and 106

Reg. No. 3,295,581

Patent and Trademark Office

Registered Sep. 18, 2007

SERVICE MARK
PRINCIPAL REGISTER

PINPOINTE

ROL, L.L.C. (UTAH LTD

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

L SERVICES, IN CLASS 37
106).

SN 78-859,810, FILED 4-12-2006.

✓ COMMERCE 4-3-2006.

KHANH LE, EXAMINING ATTORNEY

TRADEMARK

REEL: 003872 FRAME: 0967

Int. Cl.: 37

Prior U.S. Cls.: 100, 103, and 106

United States Patent and Trademark Office

Reg. No. 3,295,717

Registered Sep. 18, 2007

SERVICE MARK
PRINCIPAL REGISTER

POINTE

POINTE PEST CONTROL, L.L.C. (UTAH LTD
LIAB CO)
2601 N CANYON RD #201
PROVO, UT 84604

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

FOR: PEST CONTROL SERVICES, IN CLASS 37
(U.S. CLS. 100, 103 AND 106).

SN 78-922,009, FILED 7-3-2006.

FIRST USE 4-3-2006, IN COMMERCE 4-3-2006.

ASMAT KHAN, EXAMINING ATTORNEY

10, 103, and 106

Patent and Trademark Office

Reg. No. 3,259,513

Registered July 3, 2007

SERVICE MARK
PRINCIPAL REGISTER

FOUR POINTE

OL, L.L.C. (UTAH LTD

THE MARK CONSISTS OF STANDARD CHAR-
ACTERS WITHOUT CLAIM TO ANY PARTICULAR
FONT, STYLE, SIZE, OR COLOR.

SERVICES, IN CLASS 37
(36).

SN 78-796,337, FILED 1-20-2006.

COMMERCE 4-3-2006.

PRISCILLA MILTON, EXAMINING ATTORNEY