

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Masters Green, Inc.		09/09/2008	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The ServiceMaster Company		
<b>Street Address:</b>	860 Ridge Lake Boulevard		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38120		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2964723	MASTERS GREEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(901)597-9762		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mark.duncan@servicemaster.com		
<b>Correspondent Name:</b>	Mark Duncan		
<b>Address Line 1:</b>	860 Ridge Lake Boulevard		
<b>Address Line 4:</b>	Memphis, TENNESSEE 38120		
<b>ATTORNEY DOCKET NUMBER:</b>	2078		
<b>NAME OF SUBMITTER:</b>	Mark Duncan		
<b>Signature:</b>	/Mark Duncan/		
<b>Date:</b>	03/12/2009		

**OP \$40.00 2964723**

Total Attachments: 5

**900129201**

**TRADEMARK  
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## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into September 9, 2008 ("Effective Date"), by and between **MASTERS GREEN, INC.**, a Michigan corporation, ("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.

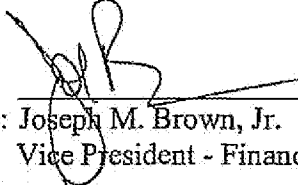
In the event any Trademark is registered with the United States Patent and Trademark Office or any state government agency, Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and/or the corresponding state official to record Assignee as the owner of the Trademarks.

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:**  
**MASTERS GREEN, INC.**

**Assignee:**  
**THE SERVICEMASTER COMPANY**


By: \_\_\_\_\_  
Name: Paul Kevin Wagner  
Title: President

By:  \_\_\_\_\_  
Name: Joseph M. Brown, Jr.  
Title: Vice President - Finance  
TruGreen, Inc.  
General Partner of  
TruGreen Limited Partnership  
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:**  
**MASTERS GREEN, INC.**

By:   
Name: Paul Kevin Wagner  
Title: President

**Assignee:**  
**THE SERVICEMASTER COMPANY**

By: \_\_\_\_\_  
Name: Joseph M. Brown, Jr.  
Title: Vice President - Finance  
TruGreen, Inc.  
General Partner of  
TruGreen Limited Partnership  
A duly authorized signer for ServiceMaster

Attachment I

**TRADEMARKS**

“Masters Green”

(See attached)

Int. Cl.: 44

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,964,723

Registered July 5, 2005

SERVICE MARK  
PRINCIPAL REGISTER

**MASTERS GREEN**

MASTERS GREEN, INC. (MICHIGAN CORPORATION)

6390 STERLING DRIVE NORTH

STERLING HEIGHTS, MI 48312

FOR: LAWN, TREE AND SHRUB CARE SERVICES, IN CLASS 44 (U.S. CLS. 100 AND 101)

FIRST USE 3-31-1988; IN COMMERCE 9-29-2003.

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

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

SER. NO. 76-576,069, FILED 2-11-2004.

MIDOE BUTLER, EXAMINING ATTORNEY