

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/09/2008		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Masters Green, Inc.		11/17/2010
			Entity Type
			CORPORATION: MICHIGAN
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: 1			
	Property Type	Number	Word Mark
	Registration Number:	2999911	1 MASTERS GREEN
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		
ATTORNEY DOCKET NUMBER:	MG LOGO		
NAME OF SUBMITTER:	Mark Duncan		
Signature:	/Mark Duncan/		
Date:	11/18/2010		

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TRADEMARK
REEL: 004416 FRAME: 0611

Total Attachments: 4

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NUNC PRO TUNC ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into November 17, 2010 to commemorate the Assignment originally executed on 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 listed in Exhibit A ("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.
- C. Assignor and Assignee wish to correct the omission of certain Trademarks from the Assignment originally executed between the parties on September 9, 2008.

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:
MASTERS GREEN, INC.

Assignee:
THE SERVICEMASTER COMPANY

By: _____


Paul Kevin Wagner
President

By: _____

Kevin S. MacKinnon
Vice President

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:
MASTERS GREEN, INC.

Assignee:
THE SERVICEMASTER COMPANY

By: _____
Paul Kevin Wagner
President

By:  _____
Kevin S. MacKinnon
Vice President

Int. Cl.: 44

Prior U.S. Cls.: 100 and 101

Reg. No. 2,999,911

United States Patent and Trademark Office

Registered Sep. 27, 2005

SERVICE MARK
PRINCIPAL REGISTER



MASTERS GREEN, INC. (MICHIGAN CORPORATION)
6350 STERLING DRIVE NORTH
STERLING HEIGHTS, MI 48312

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

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

SER. NO. 76-576,122, FILED 2-11-2004.

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

MIDGE BUTLER, EXAMINING ATTORNEY

Exhibit A