

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
TRUGREEN LANDCARE L.L.C.		01/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUGREEN LIMITED PARTNERSHIP		
Composed Of:	COMPOSED OF TruGreen, Inc., a Delaware corporation		
Street Address:	860 Ridge Lake Boulevard		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38120		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1661097	GROUND CONTROL	
Registration Number:	2575183	TRUGREEN LANDCARE	
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:	Kevin S. MacKinnon		
Address Line 1:	860 Ridge Lake Boulevard		
Address Line 4:	Memphis, TENNESSEE 38120		
ATTORNEY DOCKET NUMBER:	TGLC_TG		
NAME OF SUBMITTER:	Mark Duncan		
Signature:	/Mark Duncan/		

OP \$65.00 1661097

900182147

**TRADEMARK
 REEL: 004459 FRAME: 0609**

Date:

01/24/2011

Total Attachments: 3

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ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into January 1, 2011 ("Effective Date"), by and between TRUGREEN LANDCARE L.L.C., a Delaware Limited Liability Company, ("Assignor"), and TRUGREEN LIMITED PARTNERSHIP, 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 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.

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.

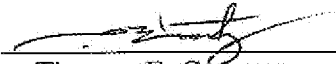
Assignor:
TRUGREEN LANDCARE L.L.C.

Assignee:
TRUGREEN LIMITED PARTNERSHIP

By Its General Partner, TRUGREEN, INC.

By: 

Krista A. Endres
Assistant Secretary
TruGreen Landcare L.L.C.

By: 

Thomas E. Courtney
Vice President
TruGreen, Inc.

Trademarks


Mark	Jurisdiction	Logo	App. No.	App. Date	Reg. No.	Reg. Date
Ground Control and Design	USA		74/063,207	5/29/1990	1661097	10/15/1991
GroundControl Landscaping & Maintenance & Design	Florida			2/19/1985	T02815	2/19/1985
TruGreen LandCare (word mark)	USA		76/007,791	3/23/2000	2575183	6/4/2002

EXHIBIT A