

## 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 LIMITED PARTNERSHIP		01/01/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUGREEN COMPANIES LLC		
Street Address:	860 Ridge Lake Boulevard		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38120		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2575183	TRUGREEN LANDCARE	
Registration Number:	1661097	GROUND CONTROL	
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:	TGLP_TGCO ASSIGNMENT		
NAME OF SUBMITTER:	Kevin S. MacKinnon		
Signature:	/Kevin S. MacKinnon/		
Date:	03/23/2011		
Total Attachments: 3 source=TGLP_TGCo#page1.tif source=TGLP_TGCo#page2.tif source=TGLP_TGCo#page3.tif			

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REEL: 004503 FRAME: 0809

## ASSIGNMENT

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

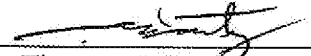
Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Trademarks.

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 LIMITED PARTNERSHIP**

**Assignee:**  
**TRUGREEN COMPANIES LLC**

**By Its General Partner, TRUGREEN, INC.**

By:   
Thomas E. Courtney  
Vice President  
TruGreen, Inc.

By:   
Krista A Endres  
Assistant Secretary  
TruGreen Companies LLC

## 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
TruGreen LandCare (word mark)	USA		76/007,791	3/23/2000	2575183	6/4/2002

EXHIBIT A