

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AmeriSpec, Inc.		03/30/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	AmeriSpec L.L.C.
<b>Street Address:</b>	3839 Forest Hill-Irene Rd.
<b>City:</b>	Memphis
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38125
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1497266	AMERISPEC
Registration Number:	1877990	AMERISPEC LOCK & KEY SERVICES
Registration Number:	1968902	
Registration Number:	2524568	AMERISPEC INSPECTION SERVICES
Registration Number:	2567087	AMERISPEC SMART START LONG TERM SUCCESS - WEEK BY WEEK
Registration Number:	2567088	AMERISPEC SMART START
Registration Number:	2569725	SMART START
Registration Number:	2649445	AMERISPEC HOME INSPECTION SERVICE
Registration Number:	3860652	PROTECTION BEYOND THE INSPECTION
Registration Number:	3918093	PROTECTION BEYOND THE INSPECTION
Registration Number:	3958321	ASK THE INSPECTOR
Registration Number:	4066523	AMERISPEC INSPECTION SERVICES
Registration Number:	4066524	AMERISPEC
Registration Number:	4066525	

**TRADEMARK**

OP \$365.00 1497266

**CORRESPONDENCE DATA**

Fax Number: (901)597-9762

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 9015977972

Email: mark.duncan@servicemaster.com

Correspondent Name: Kevin S. MacKinnon

Address Line 1: 860 Ridge Lake Boulevard

Address Line 4: Memphis, TENNESSEE 38120

NAME OF SUBMITTER:	Kevin S. MacKinnon
Signature:	/Kevin S. MacKinnon/
Date:	04/11/2012

**Total Attachments: 3**

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## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into March 30, 2012 ("Effective Date"), by and between AMERISPEC, INC. a Delaware Corporation, ("Assignor"), and AMERISPEC L.L.C. a Delaware Limited Liability Company ("Assignee").

### RECITALS

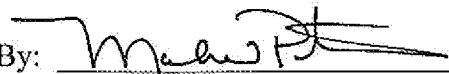
- A. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademarks and service marks, and any respective applications and registrations with the United State Patent and Trademark Office and the Canadian Intellectual Property Office as listed in Exhibit 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, Canada, 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 State Patent and Trademark Office and the Canadian Intellectual Property Office 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, Canada, and all foreign countries, and (4) in the implementation or perfection of this Assignment.

**Assignor:**  
**AMERISPEC, INC.**

By:   
Mark W. Peterson  
Vice President

**Assignee:**  
**AMERISPEC L.L.C.**

By:   
Krista A. Endres  
Assistant Secretary

**EXHIBIT A**

<b>Mark</b>	<b>Country Name</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
AmeriSpec & design	Canada	1374466	12/3/2007	TMA735,761	3/5/2009
AmeriSpec (word mark)	Canada	643,711	10/27/1989	TMA407,330	1/29/1993
AmeriSpec Home Inspection Services Canada's Leading Home Inspection Company and design	Canada	1,427,717	2/12/2009	TMA76,4510	4/20/2010
AmeriSpec Inspection Services Canada's Leading Home Inspection Company and design	Canada	1,427,719	2/12/2009	TMA764,209	4/14/2010
AmeriSpec Inspection Services Number One in North America & Design	Canada	822,198	9/3/1996	TMA517,056	9/27/1999
AmeriSpec Service D'Inspection De Maison Numero Un au Canada and design	Canada	1,427,716	2/12/2009	TMA764,183	4/14/2010
AmeriSpec Services D'Inspection Numero Un au Canada and design	Canada	1,427,718	2/12/2009	TMA76,4471	4/20/2010
Ask the Inspector	Canada	1374456	12/3/2007	TMA733,216	1/27/2009
Building Peace of Mind & design	Canada	1374455	12/3/2007	TMA736,088	3/10/2009
Questionnez l'inspecteur	Canada	1374453	12/3/2007	TMA733,240	1/27/2009
Tranquillité d'esprit	Canada	1374468	12/3/2007	TMA736,091	3/10/2009
Protection Beyond the Inspection	US	77954681	3/9/2010	3,860,652	10/12/2010
Protection Beyond the Inspection	US	77954685	3/9/2010	3,918,093	2/8/2011
AmeriSpec	USA	85290218	4/8/2011	4,066,524	12/6/2011
AmeriSpec (word mark)	USA	73/694,635	11/6/1987	1,497,266	7/19/1988
AmeriSpec Home Inspection Service w/ House design	USA	78/065,086	5/22/2001	2,649,445	11/12/2002
AmeriSpec Inspection Services & Design	USA	85290193	4/8/2011	4,066,523	12/6/2011
AmeriSpec Inspection Services w/ Star & House Design	USA	76/089,922	7/13/2000	2,524,568	1/2/2002
AmeriSpec Lock & Key Services w/ Key Design	USA	74/436,937	9/17/1993	1,877,990	2/7/1995
AmeriSpec Smart Start Long Term Success - Week by Week w/ Star Design	USA	76/190,561	1/5/2001	2,567,087	5/7/2002
AmeriSpec Smart Start w/ Star Design	USA	76/190,562	1/5/2001	2,567,088	5/7/2002
Ask the Inspector	USA	77,662,423	2/3/2009	3,958,321	5/10/2011
Design (Star & House)	USA	74/533,255	6/6/1994	1,968,902	4/16/1996
Design (star/house)	USA	85290223	4/8/2011	4,066,525	12/6/2011
Smart Start (word mark)	USA	76/190,563	1/5/2001	2,569,725	5/14/2002