

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmeriSpec L.L.C.		10/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent and Collateral Agent		
Street Address:	747 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1497266	AMERISPEC	
Registration Number:	2524568	AMERISPEC INSPECTION SERVICES	
Registration Number:	2567087	AMERISPEC SMART START LONG TERM SUCCESS	
Registration Number:	2567088	AMERISPEC SMART START	
Registration Number:	2569725	SMART START	
Registration Number:	3958321	ASK THE INSPECTOR	
Registration Number:	3860652	PROTECTION BEYOND THE INSPECTION	
Registration Number:	3918093	PROTECTION BEYOND THE INSPECTION	
Registration Number:	2649445	AMERISPEC HOME INSPECTION SERVICE	
Registration Number:	4066523	AMERISPEC INSPECTION SERVICES	
Registration Number:	4066524	AMERISPEC	
Registration Number:	4066525		
Registration Number:	1968902		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045723401		
Email:	ssheesley@kslaw.com		
TRADEMARK			

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Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 17514.615028

NAME OF SUBMITTER: Steven Sheesley

SIGNATURE: //Steven Sheesley//

DATE SIGNED: 10/01/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 1, 2020, between AMERISPEC L.L.C., a Delaware limited liability company (the “**Grantor**”), and BARCLAYS BANK PLC, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, RW Purchaser LLC (the “**U.S. Borrower**”), RW Canada Purchaser Ltd. (the “**Initial Canadian Borrower**”), ServiceMaster of Canada Limited (the “**Canadian Target**” or, after giving effect to the Amalgamation, the “**Canadian Borrower**”; and the Canadian Borrower, together with the U.S. Borrower, the “**Borrowers**”), RW Guarantor LLC (“**Holdings**”), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent for the Lenders, are parties to a Credit Agreement dated as of October 1, 2020 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of October 1, 2020 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the U.S. Borrower, the Guarantors party thereto and Barclays Bank PLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrowers and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with

the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and

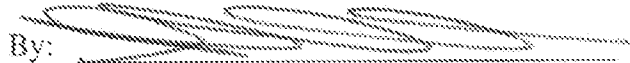
(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark listed on Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall prevail.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AMERISPEC L.L.C.



By:

Name: Stephen D. Aronson

Title: Authorized Signatory

Acknowledged:

BARCLAYS BANK PLC,
as Collateral Agent

By: Martin P. Corrigan
Name: Martin Corrigan
Title: Vice President

**Schedule 1
to Trademark Security Agreement**

AMERISPEC L.L.C.

U.S. TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	AMERISPEC	1497266	19-Jul-1988
US	AMERISPEC INSPECTION SERVICES	2524568	01-Jan-2002
US	AMERISPEC SMART START LONG TERM SUCCESS - WEEK BY WEEK	2567087	07-May-2002
US	AMERISPEC SMART START	2567088	07-May-2002
US	SMART START	2569725	14-May-2002
US	ASK THE INSPECTOR	3958321	10-May-2011
US	PROTECTION BEYOND THE INSPECTION	3860652	12-Oct-2010
US	PROTECTION BEYOND THE INSPECTION	3918093	08-Feb-2011
US	AMERISPEC HOME INSPECTION SERVICE	2649445	12-Nov-2002
US	AMERISPEC INSPECTION SERVICES	4066523	06-Dec-2011
US	AMERISPEC	4066524	06-Dec-2011
US	(Device Only)	4066525	06-Dec-2011
US	(Device Only)	1968902	16-Apr-1996

U.S. TRADEMARK APPLICATIONS

None.