

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ServiceMaster Brands L.L.C.		10/01/2020	Limited Liability Company: VERMONT
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: 77			
Property Type	Number	Word Mark	
Registration Number:	2085318		
Registration Number:	5379114	1-800-WE FIX IT	
Registration Number:	2229232	1-888-WE SERVE	
Registration Number:	3422244	800-RESPOND	
Registration Number:	3422245	866 RECOVER	
Registration Number:	3422247	CAPTURE AND REMOVAL CLEANING	
Registration Number:	3422249	CAPTURE AND REMOVAL CLEANING	
Registration Number:	5154354	DON'T KNOW WHAT TO DO NEXT? WE DO.	
Registration Number:	5829856	ECINCHAL	
Registration Number:	5921021	ECINCHAL	
Registration Number:	4088009	FIBERFRESH	
Registration Number:	4052298	FURNITURE MEDIC	
Registration Number:	2512612	FURNITURE MEDIC	
Registration Number:	1712243	FURNITURE MEDIC	
Registration Number:	4048505	FURNITURE MEDIC	
Registration Number:	4581640	GLASS HERO	
Registration Number:	3423600	GO GREEN WITH SERVICEMASTER CLEAN	
Registration Number:	3326365	GREEN FOR	
Registration Number:	5181742	LIVE THE MERRY MAIDS LIFE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4045518	MERRY MAIDS
Registration Number:	4045519	MERRY MAIDS
Registration Number:	2512613	MERRY MAIDS
Registration Number:	1343329	MERRY MAIDS
Registration Number:	4045520	MERRY MAIDS
Registration Number:	4289947	MERRY MAIDS ADVANTAGE
Registration Number:	3721719	MERRY MAIDS FOR SMALL SPACES
Registration Number:	3091640	MERRY MAIDS RELAX. IT'S DONE.
Registration Number:	3475785	ODORGO
Registration Number:	2222834	ONE LESS THING TO WORRY ABOUT
Registration Number:	3202168	ORDINARY TASKS. EXTRAORDINARY SERVICE.
Registration Number:	2058995	QRV
Registration Number:	2009898	RECOVERLINK
Registration Number:	3091639	RELAX. IT'S DONE.
Registration Number:	3371397	RESTORING PEACE OF MIND
Registration Number:	1882533	RX
Registration Number:	4088010	SANIMASTER
Registration Number:	4087949	SERVICELINK
Registration Number:	2156448	SERVICELINK
Registration Number:	0782584	SERVICEMASTER
Registration Number:	0868781	SERVICEMASTER
Registration Number:	0922556	SERVICEMASTER
Registration Number:	1220269	SERVICEMASTER
Registration Number:	1371924	SERVICEMASTER
Registration Number:	3176174	SERVICEMASTER
Registration Number:	3071081	SERVICEMASTER
Registration Number:	3100426	SERVICEMASTER
Registration Number:	3182755	SERVICEMASTER
Registration Number:	4305155	SERVICEMASTER
Registration Number:	4309182	SERVICEMASTER
Registration Number:	5149266	SERVICEMASTER
Registration Number:	3418024	SERVICEMASTER CLEAN
Registration Number:	3469170	SERVICEMASTER CLEAN
Registration Number:	3444272	SERVICEMASTER CLEAN
Registration Number:	2503864	SERVICEMASTER CLEAN
Registration Number:	2503865	SERVICEMASTER CLEAN
Registration Number:	2254065	SERVICEMASTER CLEAN
Registration Number:	2414270	SERVICEMASTER CLEAN

Property Type	Number	Word Mark
Registration Number:	4209320	SERVICEMASTER CLEAN
Registration Number:	3418021	SERVICEMASTER CLEAN
Registration Number:	3336226	SERVICEMASTER FAMILY OF BRANDS
Registration Number:	2023182	SERVICEMASTER QUALITY RESTORATION VENDOR
Registration Number:	2023179	SERVICEMASTER RECOVERY MANAGEMENT
Registration Number:	3719910	SERVICEMASTER RESTORE
Registration Number:	3834551	SERVICEMASTER RESTORE
Registration Number:	3716787	SERVICEMASTER RESTORE
Registration Number:	3834553	SERVICEMASTER RESTORE
Registration Number:	3971917	SHINEFFECTIVE
Registration Number:	4088011	SOLVOIL
Registration Number:	4659634	SRM
Registration Number:	4659580	SRM SERVICEMASTER RECOVERY MANAGEMENT
Registration Number:	4581641	STAINLESS STEEL HERO
Registration Number:	3117025	THE CLEAN YOU EXPECT. THE SERVICE YOU DE
Registration Number:	1054498	THE CLEANING PEOPLE WHO CARE
Registration Number:	5919362	THE EXTRA IN YOUR ORDINARY
Registration Number:	4581639	TUB & TILE HERO
Registration Number:	4088008	WALLGLIDE
Registration Number:	5407635	WE STOP AT NOTHING

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4045723401
Email: ssheesley@kslaw.com
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: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 1, 2020, between SERVICEMASTER BRANDS L.L.C., a Vermont 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.

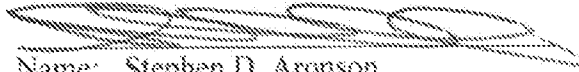
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the 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.

SERVICEMASTER BRANDS 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**

SERVICEMASTER BRANDS L.L.C.

U.S. TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	(Device Only)	2085318	05-Aug-1997
US	1-800-WE FIX IT	5379114	16-Jan-2018
US	1-888-WE SERVE	2229232	02-Mar-1999
US	800-RESPOND	3422244	06-May-2008
US	866 RECOVER	3422245	06-May-2008
US	CAPTURE AND REMOVAL CLEANING	3422247	06-May-2008
US	CAPTURE AND REMOVAL CLEANING	3422249	06-May-2008
US	DON'T KNOW WHAT TO DO NEXT? WE DO.	5154354	07-Mar-2017
US	ECINCHAL	5829856	06-Aug-2019
US	ECINCHAL	5921021	26-Nov-2019
US	FIBERFRESH	4088009	17-Jan-2012
US	FURNITURE MEDIC	4052298	08-Nov-2011
US	FURNITURE MEDIC	2512612	27-Nov-2001
US	FURNITURE MEDIC	1712243	01-Sep-1992
US	FURNITURE MEDIC	4048505	01-Nov-2011
US	GLASS HERO	4581640	05-Aug-2014 (Renewal not filed, last day to pay is 2/5/2021)
US	GO GREEN WITH SERVICEMASTER CLEAN	3423600	06-May-2008
US	GREEN FOR	3326365	30-Oct-2007
US	LIVE THE MERRY MAIDS LIFE	5181742	11-Apr-2017
US	MERRY MAIDS	4045518	25-Oct-2011
US	MERRY MAIDS	4045519	25-Oct-2011

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	MERRY MAIDS	2512613	27-Nov-2001
US	MERRY MAIDS	1343329	18-Jun-1985
US	MERRY MAIDS	4045520	25-Oct-2011
US	MERRY MAIDS ADVANTAGE	4289947	12-Feb-2013
US	MERRY MAIDS FOR SMALL SPACES	3721719	08-Dec-2009
US	MERRY MAIDS RELAX. IT'S DONE.	3091640	09-May-2006
US	ODORGO	3475785	29-Jul-2008
US	ONE LESS THING TO WORRY ABOUT	2222834	09-Feb-1999
US	ORDINARY TASKS. EXTRAORDINARY SERVICE.	3202168	23-Jan-2007
US	QRV	2058995	06-May-1997
US	RECOVERLINK	2009898	22-Oct-1996
US	RELAX. IT'S DONE.	3091639	09-May-2006
US	RESTORING PEACE OF MIND	3371397	22-Jan-2008
US	RX (and Design)	1882533	07-Mar-1995
US	SANIMASTER	4088010	17-Jan-2012
US	SERVICELINK	4087949	17-Jan-2012
US	SERVICELINK	2156448	12-May-1998
US	SERVICEMASTER	782584	29-Dec-1964
US	SERVICEMASTER	868781	29-Apr-1969
US	SERVICEMASTER	922556	19-Oct-1971
US	SERVICEMASTER	1220269	14-Dec-1982
US	SERVICEMASTER	1371924	19-Nov-1985
US	SERVICEMASTER	3176174	28-Nov-2006
US	SERVICEMASTER	3071081	21-Mar-2006
US	SERVICEMASTER	3100426	06-Jun-2006
US	SERVICEMASTER	3182755	12-Dec-2006
US	SERVICEMASTER	4305155	19-Mar-2013

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	SERVICEMASTER	4309182	26-Mar-2013
US	SERVICEMASTER (Stylized and/or design)	5149266	28-Feb-2017
US	SERVICEMASTER CLEAN	3418024	29-Apr-2008
US	SERVICEMASTER CLEAN	3469170	15-Jul-2008
US	SERVICEMASTER CLEAN	3444272	10-Jun-2008
US	SERVICEMASTER CLEAN	2503864	06-Nov-2001
US	SERVICEMASTER CLEAN	2503865	06-Nov-2001
US	SERVICEMASTER CLEAN	2254065	15-Jun-1999
US	SERVICEMASTER CLEAN	2414270	19-Dec-2000
US	SERVICEMASTER CLEAN	4209320	18-Sep-2012
US	SERVICEMASTER CLEAN	3418021	29-Apr-2008
US	SERVICEMASTER FAMILY OF BRANDS	3336226	13-Nov-2007
US	SERVICEMASTER QUALITY RESTORATION VENDOR QRV	2023182	17-Dec-1996
US	SERVICEMASTER RECOVERY MANAGMENT	2023179	17-Dec-1996
US	SERVICEMASTER RESTORE	3719910	01-Dec-2009
US	SERVICEMASTER RESTORE	3834551	17-Aug-2010
US	SERVICEMASTER RESTORE	3716787	24-Nov-2009
US	SERVICEMASTER RESTORE	3834553	17-Aug-2010
US	SHINEFFECTIVE	3971917	31-May-2011
US	SOLVOIL	4088011	17-Jan-2012
US	SRM	4659634	23-Dec-2014
US	SRM SERVICEMASTER RECOVERY MANAGEMENT	4659580	23-Dec-2014
US	STAINLESS STEEL HERO	4581641	05-Aug-2014 (Renewal not filed, last day to pay is 2/5/2021)
US	THE CLEAN YOU EXPECT. THE SERVICE YOU DESERVE.	3117025	18-Jul-2006
US	THE CLEANING PEOPLE WHO CARE	1054498	14-Dec-1976

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	THE EXTRA IN YOUR ORDINARY	5919362	26-Nov-2019
US	TUB & TILE HERO	4581639	05-Aug-2014 (Renewal not filed, last day to pay is 2/5/2021)
US	WALLGLIDE	4088008	17-Jan-2012
US	WE STOP AT NOTHING	5407635	20-Feb-2018

U.S. TRADEMARK APPLICATIONS

None.