

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614831

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Notice of Grant of Back-Up Security Interest in Trademarks |
| SEQUENCE: | 4 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|--|
| RW Purchaser LLC | | 12/09/2020 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | ServiceMaster OpCo Holdings LLC |
| Street Address: | 150 Peabody Place |
| City: | Memphis |
| State/Country: | TENNESSEE |
| Postal Code: | 38103 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 78

| 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 |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 5181742 | LIVE THE MERRY MAIDS LIFE |
| 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: | 782584 | SERVICEMASTER |
| Registration Number: | 868781 | SERVICEMASTER |
| Registration Number: | 922556 | 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: | 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: | 3418024 | 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: | 3716787 | SERVICEMASTER RESTORE |
| Registration Number: | 3834551 | 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: | 2023015 | WE SERVE |
| 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.

Email: ebensoul@paulweiss.com, jaliano@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com

Correspondent Name: Elana D. Bensoul

Address Line 1: PAUL WEISS RIFKIND WHARTON & GARRISON LLP

Address Line 2: 1285 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10019-6064

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 017514-116 |
| NAME OF SUBMITTER: | Elana D. Bensoul |
| SIGNATURE: | /edb/ |
| DATE SIGNED: | 12/16/2020 |

Total Attachments: 6

source=4. Pre-Contribution Trademark Back-Up [RW Purchaser] (US) [Executed]#page1.tif

source=4. Pre-Contribution Trademark Back-Up [RW Purchaser] (US) [Executed]#page2.tif

source=4. Pre-Contribution Trademark Back-Up [RW Purchaser] (US) [Executed]#page3.tif

source=4. Pre-Contribution Trademark Back-Up [RW Purchaser] (US) [Executed]#page4.tif

source=4. Pre-Contribution Trademark Back-Up [RW Purchaser] (US) [Executed]#page5.tif

source=4. Pre-Contribution Trademark Back-Up [RW Purchaser] (US) [Executed]#page6.tif

NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (US)

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of December 9, 2020, by RW PURCHASER LLC, a Delaware limited liability company located at 1180 Peachtree Street, Suite 2500, Atlanta, Georgia 30309, (“Grantor”), in favor of SERVICEMASTER OPCO HOLDINGS LLC, a Delaware limited liability company located at 150 Peabody Place, Memphis, TN 38103 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Pre-Contribution Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or

amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

RW PURCHASER LLC

By: 

Name: Timothy Leslie

Title: Secretary

**Schedule 1
Trademarks**

| Country | Trademark | Application No. | Filing Date | Registration No. | Registration Date |
|----------------|--|------------------------|--------------------|-------------------------|--------------------------|
| United States | (Device Only) | 74733339 | 22-Sep-95 | 2085318 | 5-Aug-97 |
| United States | 1-800-WE FIX IT | 87489516 | 14-Jun-17 | 5379114 | 16-Jan-18 |
| United States | 1-888-WE SERVE | 74698530 | 7-Jul-95 | 2229232 | 2-Mar-99 |
| United States | 800-RESPOND | 77259054 | 20-Aug-07 | 3422244 | 6-May-08 |
| United States | 866 RECOVER | 77259116 | 20-Aug-07 | 3422245 | 6-May-08 |
| United States | CAPTURE AND REMOVAL CLEANING | 77259136 | 20-Aug-07 | 3422247 | 6-May-08 |
| United States | CAPTURE AND REMOVAL CLEANING | 77259161 | 20-Aug-07 | 3422249 | 6-May-08 |
| United States | DON'T KNOW WHAT TO DO NEXT? WE DO. | 87001124 | 14-Apr-16 | 5154354 | 7-Mar-17 |
| United States | ECINCHAL | 87928179 | 18-May-18 | 5829856 | 6-Aug-19 |
| United States | ECINCHAL | 88462485 | 6-Jun-19 | 5921021 | 26-Nov-19 |
| United States | FIBERFRESH | 85354215 | 23-Jun-11 | 4088009 | 17-Jan-12 |
| United States | FURNITURE MEDIC | 85265736 | 14-Mar-11 | 4052298 | 8-Nov-11 |
| United States | FURNITURE MEDIC | 76223240 | 12-Mar-01 | 2512612 | 27-Nov-01 |
| United States | FURNITURE MEDIC | 74222102 | 18-Nov-91 | 1712243 | 1-Sep-92 |
| United States | FURNITURE MEDIC | 85265738 | 14-Mar-11 | 4048505 | 1-Nov-11 |
| United States | GLASS HERO | 86018578 | 24-Jul-13 | 4581640 | 5-Aug-14 |
| United States | GO GREEN WITH SERVICEMASTER CLEAN (and Design) | 77052044 | 28-Nov-06 | 3423600 | 6-May-08 |
| United States | GREEN FOR | 78660893 | 29-Jun-05 | 3326365 | 30-Oct-07 |
| United States | LIVE THE MERRY MAIDS LIFE | 87222888 | 1-Nov-16 | 5181742 | 11-Apr-17 |
| United States | MERRY MAIDS | 85290155 | 8-Apr-11 | 4045518 | 25-Oct-11 |
| United States | MERRY MAIDS | 85290164 | 8-Apr-11 | 4045519 | 25-Oct-11 |
| United States | MERRY MAIDS | 76223241 | 12-Mar-01 | 2512613 | 27-Nov-01 |
| United States | MERRY MAIDS | 73510391 | 26-Nov-84 | 1343329 | 18-Jun-85 |
| United States | MERRY MAIDS | 85290174 | 8-Apr-11 | 4045520 | 25-Oct-11 |
| United States | MERRY MAIDS ADVANTAGE | 85464385 | 4-Nov-11 | 4289947 | 12-Feb-13 |
| United States | MERRY MAIDS FOR SMALL SPACES | 77732349 | 8-May-09 | 3721719 | 8-Dec-09 |
| United States | MERRY MAIDS RELAX. IT'S DONE. | 78637007 | 25-May-05 | 3091640 | 9-May-06 |
| United States | ODORGO | 77350556 | 12-Dec-07 | 3475785 | 29-Jul-08 |
| United States | ONE LESS THING TO WORRY ABOUT | 75427145 | 2-Feb-98 | 2222834 | 9-Feb-99 |
| United States | ORDINARY TASKS. EXTRAORDINARY SERVICE. | 78873528 | 1-May-06 | 3202168 | 23-Jan-07 |

| Country | Trademark | Application No. | Filing Date | Registration No. | Registration Date |
|---------------|---|-----------------|-------------|------------------|-------------------|
| United States | QRV (and Design) | 75066696 | 4-Mar-96 | 2058995 | 6-May-97 |
| United States | RECOVERLINK | 74725940 | 7-Sep-95 | 2009898 | 22-Oct-96 |
| United States | RELAX. IT'S DONE. | 78636995 | 25-May-05 | 3091639 | 9-May-06 |
| United States | RESTORING PEACE OF MIND | 77019883 | 12-Oct-06 | 3371397 | 22-Jan-08 |
| United States | RX (and Design) | 74473050 | 27-Dec-93 | 1882533 | 7-Mar-95 |
| United States | SANIMASTER | 85354236 | 23-Jun-11 | 4088010 | 17-Jan-12 |
| United States | SERVICELINK | 85348308 | 16-Jun-11 | 4087949 | 17-Jan-12 |
| United States | SERVICELINK | 75228628 | 21-Jan-97 | 2156448 | 12-May-98 |
| United States | SERVICEMASTER | 72159632 | 21-Dec-62 | 782584 | 29-Dec-64 |
| United States | SERVICEMASTER | 72293055 | 12-Mar-68 | 868781 | 29-Apr-69 |
| United States | SERVICEMASTER | 72370264 | 9-Sep-70 | 922556 | 19-Oct-71 |
| United States | SERVICEMASTER | 73227839 | 17-Aug-79 | 1220269 | 14-Dec-82 |
| United States | SERVICEMASTER | 73537107 | 13-May-85 | 1371924 | 19-Nov-85 |
| United States | SERVICEMASTER | 78600872 | 4-Apr-05 | 3176174 | 28-Nov-06 |
| United States | SERVICEMASTER | 78600878 | 4-Apr-05 | 3071081 | 21-Mar-06 |
| United States | SERVICEMASTER | 78600880 | 4-Apr-05 | 3100426 | 6-Jun-06 |
| United States | SERVICEMASTER | 78627592 | 11-May-05 | 3182755 | 12-Dec-06 |
| United States | SERVICEMASTER | 85687379 | 26-Jul-12 | 4305155 | 19-Mar-13 |
| United States | SERVICEMASTER | 85727229 | 12-Sep-12 | 4309182 | 26-Mar-13 |
| United States | SERVICEMASTER (Stylized and/or design) | 86889007 | 27-Jan-16 | 5149266 | 28-Feb-17 |
| United States | SERVICEMASTER CLEAN | 77258245 | 17-Aug-07 | 3469170 | 15-Jul-08 |
| United States | SERVICEMASTER CLEAN | 77258078 | 17-Aug-07 | 3444272 | 10-Jun-08 |
| United States | SERVICEMASTER CLEAN | 76130761 | 19-Sep-00 | 2503864 | 6-Nov-01 |
| United States | SERVICEMASTER CLEAN | 76130762 | 19-Sep-00 | 2503865 | 6-Nov-01 |
| United States | SERVICEMASTER CLEAN | 75234417 | 31-Jan-97 | 2254065 | 15-Jun-99 |
| United States | SERVICEMASTER CLEAN | 75234419 | 31-Jan-97 | 2414270 | 19-Dec-00 |
| United States | SERVICEMASTER CLEAN | 85522878 | 23-Jan-12 | 4209320 | 18-Sep-12 |
| United States | SERVICEMASTER CLEAN (and Design) | 77258318 | 17-Aug-07 | 3418024 | 29-Apr-08 |
| United States | SERVICEMASTER CLEAN (and Design) | 77258299 | 17-Aug-07 | 3418021 | 29-Apr-08 |
| United States | SERVICEMASTER FAMILY OF BRANDS | 78638728 | 27-May-05 | 3336226 | 13-Nov-07 |
| United States | SERVICEMASTER QUALITY RESTORATION VENDOR QRV (and Design) | 74691663 | 21-Jun-95 | 2023182 | 17-Dec-96 |
| United States | SERVICEMASTER RECOVERY MANAGMENT | 74691463 | 21-Jun-95 | 2023179 | 17-Dec-96 |
| United States | SERVICEMASTER RESTORE | 77655012 | 23-Jan-09 | 3719910 | 1-Dec-09 |
| United States | SERVICEMASTER RESTORE | 77655029 | 23-Jan-09 | 3716787 | 24-Nov-09 |

| Country | Trademark | Application No. | Filing Date | Registration No. | Registration Date |
|---------------|--|-----------------|-------------|------------------|-------------------|
| United States | SERVICEMASTER RESTORE (and Design) | 77910627 | 13-Jan-10 | 3834551 | 17-Aug-10 |
| United States | SERVICEMASTER RESTORE (and Design) | 77910631 | 13-Jan-10 | 3834553 | 17-Aug-10 |
| United States | SHINEFFECTIVE | 85073521 | 29-Jun-10 | 3971917 | 31-May-11 |
| United States | SOLVOIL | 85354245 | 23-Jun-11 | 4088011 | 17-Jan-12 |
| United States | SRM | 86285525 | 19-May-14 | 4659634 | 23-Dec-14 |
| United States | SRM SERVICEMASTER RECOVERY MANAGEMENT (and Design) | 86281909 | 15-May-14 | 4659580 | 23-Dec-14 |
| United States | STAINLESS STEEL HERO | 86018583 | 24-Jul-13 | 4581641 | 5-Aug-14 |
| United States | THE CLEAN YOU EXPECT. THE SERVICE YOU DESERVE. | 78680852 | 28-Jul-05 | 3117025 | 18-Jul-06 |
| United States | THE CLEANING PEOPLE WHO CARE | 73081589 | 26-Mar-76 | 1054498 | 14-Dec-76 |
| United States | THE EXTRA IN YOUR ORDINARY | 88419614 | 7-May-19 | 5919362 | 26-Nov-19 |
| United States | TUB & TILE HERO | 86018572 | 24-Jul-13 | 4581639 | 5-Aug-14 |
| United States | WALLGLIDE | 85354194 | 23-Jun-11 | 4088008 | 17-Jan-12 |
| United States | WE SERVE | 74666638 | 27-Apr-95 | 2023015 | 17-Dec-96 |
| United States | WE STOP AT NOTHING | 87588962 | 29-Aug-17 | 5407635 | 20-Feb-18 |

Sched. 1-3