

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	15

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ServiceMaster Systems LLC		12/09/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AmeriSpec SPE LLC
Street Address:	150 Peabody Place
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

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

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.

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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: 4

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TRADEMARK ASSIGNMENT (US)

This TRADEMARK ASSIGNMENT (the "Trademark Assignment") is made and entered into as of December 9, 2020, by and between SERVICEMASTER SYSTEMS LLC, a Delaware limited liability company located at 150 Peabody Place, Memphis, TN 38103, ("Assignor"), and AMERISPEC SPE LLC, a Delaware limited liability company located at 150 Peabody Place, Memphis, TN 38103 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Fourth-Tier Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the "Trademarks"), and all goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office (the "USPTO"); and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks 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 with respect to the Trademarks, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Closing Date.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, 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 contribution,

assignment and/or conveyance of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Trademark Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS TRADEMARK ASSIGNMENT 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).

This Trademark Assignment 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.

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IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

ASSIGNOR

SERVICEMASTER SYSTEMS LLC

By: _____



Name: Timothy Leslie

Title: Secretary

ASSIGNEE

AMERISPEC SPE LLC

By: _____



Name: Timothy Leslie

Title: Secretary

**Schedule 1
Trademarks**

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
United States	(Device Only)	85290223	8-Apr-11	4066525	6-Dec-11
United States	(Device Only)	74533255	6-Jun-94	1968902	16-Apr-96
United States	AMERISPEC	73694635	6-Nov-87	1497266	19-Jul-88
United States	AMERISPEC	85290218	8-Apr-11	4066524	6-Dec-11
United States	AMERISPEC HOME INSPECTION SERVICE	78065086	22-May-01	2649445	12-Nov-02
United States	AMERISPEC INSPECTION SERVICES	76089922	13-Jul-00	2524568	1-Jan-02
United States	AMERISPEC INSPECTION SERVICES	85290193	8-Apr-11	4066523	6-Dec-11
United States	AMERISPEC SMART START	76190562	5-Jan-01	2567088	7-May-02
United States	AMERISPEC SMART START LONG TERM SUCCESS - WEEK BY WEEK	76190561	5-Jan-01	2567087	7-May-02
United States	ASK THE INSPECTOR	77662423	3-Feb-09	3958321	10-May-11
United States	PROTECTION BEYOND THE INSPECTION	77954681	9-Mar-10	3860652	12-Oct-10
United States	PROTECTION BEYOND THE INSPECTION	77954685	9-Mar-10	3918093	8-Feb-11
United States	SMART START	76190563	5-Jan-01	2569725	14-May-02

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