

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614843

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	13

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Merry Maids 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:	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:	2222834	ONE LESS THING TO WORRY ABOUT
Registration Number:	3202168	ORDINARY TASKS. EXTRAORDINARY SERVICE.
Registration Number:	3091639	RELAX. IT'S DONE.
Registration Number:	3971917	SHINEFFECTIVE

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.

CH \$340.00 5181742

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 MERRY MAIDS 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

MERRY MAIDS SPE LLC

By: 
Name: Timothy Leslie
Title: Secretary

**Schedule 1
Trademarks**

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
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	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
United States	RELAX. IT'S DONE.	78636995	25-May-05	3091639	9-May-06
United States	SHINEFFECTIVE	85073521	29-Jun-10	3971917	31-May-11