

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614847

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Back-Up Security Interest in Trademarks
SEQUENCE:	16

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.

CH \$340.00 4066525

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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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 SERVICEMASTER SYSTEMS LLC, a Delaware limited liability company located at 150 Peabody Place, Memphis, TN 38103, (“Grantor”), in favor of AMERISPEC SPE 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 Fourth-Tier 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.

SERVICEMASTER SYSTEMS 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