

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614852

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	19

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 60

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:	4581640	GLASS HERO
Registration Number:	3423600	GO GREEN WITH SERVICEMASTER CLEAN
Registration Number:	3326365	GREEN FOR
Registration Number:	3475785	ODORGO
Registration Number:	2058995	QRV
Registration Number:	2009898	RECOVERLINK
Registration Number:	3371397	RESTORING PEACE OF MIND

TRADEMARK

Property Type	Number	Word Mark
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
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:	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

Property Type	Number	Word Mark
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: 5

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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 SERVICEMASTER CLEAN/RESTORE 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

SERVICEMASTER CLEAN/RESTORE 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)	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	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	ODORGO	77350556	12-Dec-07	3475785	29-Jul-08
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	RESTORING PEACE OF MIND	77019883	12-Oct-06	3371397	22-Jan-08
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

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
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
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	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. 1-2