

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM614854

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Back-Up Security Interest in Trademarks
<b>SEQUENCE:</b>	20

## CONVEYING PARTY DATA

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

## RECEIVING PARTY DATA

<b>Name:</b>	ServiceMaster Clean/Restore SPE LLC
<b>Street Address:</b>	150 Peabody Place
<b>City:</b>	Memphis
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	38103
<b>Entity Type:</b>	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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**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 SERVICEMASTER CLEAN/RESTORE 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**

<b>Country</b>	<b>Trademark Name</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
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

Country	Trademark Name	Application No.	Filing Date	Registration No.	Registration Date
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
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