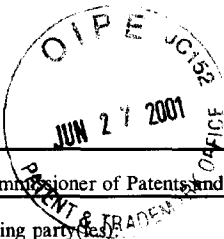


07-05-2001



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copy thereof.



To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

6-27-01 Prestige Home Service, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/26/01

2. Name and address of receiving party(ies):

Name: American Home Shield Corporation

Address: 860 Ridge Lake Boulevard
Memphis, Tennessee 38120

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s) Prestige Home Service
1,642,987

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

P. Jay Hines, Esq.
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
Fourth Floor
1755 Jefferson Davis Highway
Arlington, Virginia 22202

OSMMN Ref: 3006-0050-36

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): . . . \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0030
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

P. Jay Hines

Name of Person Signing

Signature

June 27, 2001

Date

Total number of pages including cover sheet, attachments, and document: 3

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

CONFIRMATORY ASSIGNMENT

WHEREAS, Prestige Home Service, Inc., a Missouri corporation with an address of 20 Ellerman Road, Lake St. Louis, Missouri 63367 (hereinafter referred to as "Assignor") has assigned pursuant to a certain asset purchase agreement dated _____ all Assignor's right, title and interest in and to the mark and name PRESTIGE HOME SERVICE INC. and Registration No. 1,642,987 thereof, issued April 30, 1991, and the business and goodwill thereto pertaining, to American Home Shield Corporation, a Delaware corporation, located at 860 Ridge Lake Boulevard, Memphis, Tennessee 38120 (hereinafter referred to as "Assignee"); and

WHEREAS, the parties hereto are desirous of confirming said earlier assignment of said mark and name, together with the goodwill of the business with which the mark and name are used and which is symbolized by said mark and name;

NOW, THEREFOR, said Assignor, in conformity with the actual transfer, assignment and sale, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby *nunc pro tunc* sell, assign and set over and transfer to said Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to the said mark and name and the United States service mark registration of said Assignor, and the goodwill of the business in connection with which said mark is used and which is symbolized by said mark, together with the right to recover for past infringement of said mark and service mark registration, with the right to sue for and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

