

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	22

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

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

source=22. SMB - US Trademark Notice re Notes [AmeriSpec] [Executed]#page1.tif

source=22. SMB - US Trademark Notice re Notes [AmeriSpec] [Executed]#page2.tif

source=22. SMB - US Trademark Notice re Notes [AmeriSpec] [Executed]#page3.tif

source=22. SMB - US Trademark Notice re Notes [AmeriSpec] [Executed]#page4.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of December 9, 2020, by AMERISPEC SPE LLC, a Delaware limited liability company located at 150 Peabody Place, Memphis, Tennessee 38103 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee located at 388 Greenwich Street, New York, New York 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 9, 2020, by and among Grantor and the other Guarantors in favor of the Trustee (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, 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 with respect to the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office ("USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture (as defined below) and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *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 U.S.C. Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), *provided that* at such time as the grant and/or enforcement of the security interest will not cause such application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of December 9, 2020, by and among ServiceMaster Funding LLC, a Delaware limited liability company, as Issuer, ServiceMaster of Canada Limited, a Canadian corporation, as Canadian Co-Issuer, and Citibank, as Trustee and Securities Intermediary (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’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 in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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 one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

AMERISPEC SPE LLC, as Grantor

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