

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309377

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Terminix International Company Limited Partnership		07/01/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	500 Stanton Christiana Road
Internal Address:	Ops Building 2, 3rd Floor
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	4482857	ULTIMATE PROTECTION
Registration Number:	4501413	TENT DEFEND SYSTEM
Registration Number:	4501402	BAIT DEFEND SYSTEM
Registration Number:	4248466	TERMINIX
Registration Number:	4024013	
Registration Number:	4062475	
Registration Number:	4097050	
Registration Number:	4073092	TERMINIX
Registration Number:	3959940	
Registration Number:	3959928	TERMINIX
Registration Number:	3844917	
Registration Number:	3760537	
Registration Number:	3660920	HARRY'S BIG ADVENTURE
Registration Number:	3706852	ECOCONTROL
Registration Number:	3729644	DOUBLE SHIELD PLAN
Registration Number:	3586266	TERMINIX
Registration Number:	3523618	T

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3519495	T
Registration Number:	3569188	T TERMITE INSPECTION PROTECTION PLAN
Registration Number:	3519494	T
Registration Number:	3532794	TERMITE INSPECTION & PROTECTION PLAN
Registration Number:	3462139	POWER OVER TERMITES
Registration Number:	3462138	POWER OVER PESTS
Registration Number:	3526034	TERMITE INSPECTION AND PROTECTION PLAN
Registration Number:	3374556	ULTIMATE PROTECTION
Registration Number:	3415461	LIQUID DEFEND SYSTEM
Registration Number:	3378098	RAPIDFREEZE
Registration Number:	3092862	OUR BUSINESS IS PROTECTING YOURS
Registration Number:	3087417	SCANMASTER
Registration Number:	3023809	PARAGON
Registration Number:	3078538	SOS
Registration Number:	2914648	BUG IN YOUR EAR REFERRAL PROGRAM
Registration Number:	2292424	NO BUGS. NO HASSLES.
Registration Number:	1850894	NOBODY BUGS BUGS LIKE TERMINIX
Registration Number:	1749215	CONQUER
Registration Number:	1639273	IT'S ABOUT TIME
Registration Number:	1578120	
Registration Number:	1404366	TERMINIX
Registration Number:	635715	TERMINIX
Registration Number:	1771866	CLEANHEAT
Registration Number:	1746079	NO IFS, ANDS, OR BUGS

CORRESPONDENCE DATA

Fax Number: 2129096836

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.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Max Shaul, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 23363-1211

NAME OF SUBMITTER: Max Shaul

SIGNATURE: /Max Shaul/

DATE SIGNED: 07/01/2014

Total Attachments: 6

TRADEMARK

REEL: 005314 FRAME: 0056

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 1, 2014, made by The Terminix International Company Limited Partnership, a Delaware limited partnership having a principal place of business at 860 Ridge Lake Blvd., Memphis, TN 38120 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., having a principal place of business at 500 Stanton Christiana Road, Ops Building 2, 3rd Floor, Newark, DE 19713, as administrative agent and collateral agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") which are parties to the Credit Agreement, dated as of July 1, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The ServiceMaster Company, LLC (the "Borrower"), the Agent and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and CDRSVM Holding, Inc. have executed and delivered a Guarantee and Collateral Agreement dated as of July 1, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Security Agreement it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than a Subsidiary of the Parent Borrower for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE TERMINIX INTERNATIONAL COMPANY
LIMITED PARTNERSHIP

By: 

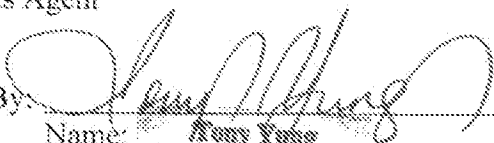
Name: James E. Shields

Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademarks for The Terminix International Company
Limited Partnership]

TRADEMARK
REEL: 005314 FRAME: 0060

JPMORGAN CHASE BANK N.A.,
as Agent

By: 
Name: Tony King
Title: Executive Director

SCHEDULE I

Trademarks

Trademark	Status	Registration/Application Number
ULTIMATE PROTECTION	Registered	4482857
TENT DEFEND SYSTEM	Registered	4501413
BAIT DEFEND SYSTEM	Registered	4501402
TERMINIX	Registered	4248466
Design Only	Registered	4024013
Design Only	Registered	4062475
Design Only	Registered	4097050
TERMINIX	Registered	4073092
Design Only	Registered	3959940
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T TERMITE INSPECTION PROTECTION PLAN and Design	Registered	3569188
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POWER OVER TERMITES	Registered	3462139
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SOS	Registered	3078538
BUG IN YOUR EAR REFERRAL	Registered	2914648

PROGRAM and Design		
NO BUGS. NO HASSLES.	Registered	2292424
NOBODY BUGS BUGS LIKE TERMINIX	Registered	1850894
CONQUER	Registered	1749215
IT'S ABOUT TIME	Registered	1639273
Design Only	Registered	1578120
TERMINIX	Registered	1404366
TERMINIX	Registered	635715
CLEANHEAT	Registered	1771866
NO IFS, ANDS, OR BUGS	Registered	1746079