

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Revolving Notice of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
The ServiceMaster Company	07/24/2007
RECEIVING PARTY DATA	
Name:	Citibank, N.A.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10159649
CORRESPONDENCE DATA	
Fax Number:	(212)909-6836
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 909-6000
Email:	trademarks@debevoise.com
Correspondent Name:	Jonathan Adler
Address Line 1:	Debevoise & Plimpton LLP, 919 Third Ave.
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	15555-1252
NAME OF SUBMITTER:	Jonathan Adler

Total Attachments: 7
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REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

THIS REVOLVING NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this "Agreement"), dated as of July 24, 2007, is made by The ServiceMaster Company (the "Grantor") in favor of Citibank, N.A. (the "Revolving Collateral Agent"), as administrative agent and revolving collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Revolving Credit Agreement, dated as of July 24, 2007 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Revolving Credit Agreement"), among the Grantor, the Revolving Collateral Agent, as administrative agent, revolving collateral agent and issuing bank, JPMorgan Chase Bank, N.A., as syndication agent and the other parties party thereto.

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

WHEREAS, in connection with the Revolving Credit Agreement, CDRSVM Holding, Inc., the Grantor and certain of its Subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of July 24, 2007, in favor of the Revolving Collateral Agent (as the same may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Revolving Collateral Agent a security interest in its Intellectual Property, including Patents; 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 extensions of credit to the Grantor on the terms and subject to the conditions of the Revolving Credit Agreement, the Grantor agrees, for the benefit of the Revolving Collateral Agent, 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 Revolving Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business, it granted to the Revolving Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Patents of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Patents, 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 Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Patent Licenses with Persons other than Holding, a Restricted Subsidiary of Holding or an Affiliate thereof for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Patent Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral 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 Patents are fully set forth in the Revolving Credit Agreement and the Guarantee and Collateral 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 SERVICEMASTER COMPANY

By: 
Name: Ernest J. Mrozek
Title: Chief Financial Officer

By: 
Name: Eric Zarnikow
Title: Senior Vice President & Treasurer

STATE OF ILLINOIS)
) ss.:
COUNTY OF DUPAGE)

On this 24th day of July, 2007, before me personally appeared Eric Zarnikow and Ernest J. Mrozek, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.


Notary Public

(Affix Seal Below)



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 SERVICEMASTER COMPANY

By: _____
Name:
Title:

CITIBANK, N.A.

By: _____
Name:
Title: Timothy P. Dilworth
Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of July, 2007, before me personally appeared Timothy P. Dilworth, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Edward R. Chalpin
Notary Public

(Affix Seal Below)

EDWARD R. CHALPIN
Notary Public, State of New York
No. 61-4871117
Qualified in New York County
Commission Expires Aug. 27, 2010

Schedule A

Patents

TITLE	App. No.	Filing Date	Patent No.	Issue Date
METHOD AND SYSTEM TO SELECT, SCHEDULE AND PURCHASE HOME SERVICES	10/159,649	5/31/2002		

22505578v4

RECORDED: 09/12/2007

PATENT
REEL: 019819 FRAME: 0403