## 502634976 01/14/2014

#### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2681584

SUBMISSION TYPE:			NEW ASSIGNMENT						
NATURE OF CONVEYANCE:		TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (TERM)							
CONVEYING PARTY DATA									
N			lame		Execution Date				
CITIBANK, N.A.				0	1/14/2014				
RECEIVING PARTY DATA									
Name:	TRUGREEN LIMITED PARTNERSHIP								
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State/Country:	TENNESSEE								
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Patent Number: 5667143									
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Correspondence will be sent via US Mail when the email attempt is unsuccessful.									
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ATTORNEY DOCKET NUMBER:			23363-1902						
NAME OF SUBMITTER:			STEVEN KESLOWITZ						
Signature:			/Steven Keslowitz/						
Date:			01/14/2014		BATELIT				
PATENT									

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#### Total Attachments: 4

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> PATENT REEL: 032019 FRAME: 0121

### TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (TERM)

TERMINATION AND RELEASE, dated as of January 14, 2014, from Citibank, N.A., a United States national banking association (the "Agent"), as administrative agent and collateral agent for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to TruGreen Limited Partnership, a Delaware limited partnership (the "Grantor"). Capitalized terms used herein without definition are used as defined in that certain Credit Agreement, dated as of July 24, 2007, among The ServiceMaster Company, LLC (as successor to The ServiceMaster Company), the Agent, the Lenders and the other parties party thereto (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Guarantee and Collateral Agreement (as hereinafter defined).

#### WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of July 24, 2007, made by The ServiceMaster Company, LLC (as successor to The ServiceMaster Company), CDRSVM Holding, LLC, the Grantor and certain other Subsidiaries of The ServiceMaster Company, LLC (as successor to The ServiceMaster Company) in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in the Grantor's Intellectual Property, including the Pledged Patents (as hereinafter defined); and

WHEREAS, the Security Interest in the Pledged Patents was recorded in the Patent Division of the United States Patent and Trademark Office on September 12, 2007, at Reel 019817, Frame 0435; and

WHEREAS, pursuant to that certain Release Letter, dated as of January 14, 2014, by and among The ServiceMaster Company, LLC and the Agent (the "Release Letter"), the Agent agreed to release its Lien on and security interest in the Released Assets (as defined in the Release Letter), including the Pledged Patents; and

WHEREAS, in connection with the Release Letter and in reliance on the notice and certifications of The ServiceMaster Company, LLC therein and without any independent investigation of the matters set forth therein, the Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Patents;

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NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Pledged Patents</u>: The term "Pledged Patents," as used herein, shall mean all of the Patents 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 such Patents.
- 2. <u>Release of Security Interest</u>: The Agent hereby terminates, releases and discharges its Security Interest in the Pledged Patents, and any right, title or interest of the Agent in such Pledged Patents shall hereby cease and become void.
- 3. <u>Further Assurances</u>: At any time and from time to time, upon the written request of the Grantor, the Agent shall promptly and duly execute and deliver such further instruments and documents and take such further actions as the Grantor may reasonably request for the purpose of rendering effective the release of the Security Interest.

\* \* \*

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PATENT REEL: 032019 FRAME: 0123 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITIBANK, N.A.,

as Agent

By: Name:

Title:

Alvaro De Velasco Vice President (212) 816-4312

[Term Loan Patent Security Release]

# SCHEDULE I

# <u>Patents</u>

TITLE	App. No.	Filing Date	Patent No.	Issue Date
SPRAY GUN FOR SPRAYING TWO FLUIDS	08/373,640	01/17/95	5,667,143	09/16/97

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RECORDED: 01/14/2014 REEL: 032019 FRAME: 0125