

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2922183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Execution Date
THE SERVICEMASTER COMPANY, LLC	07/01/2014

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

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7845047
Patent Number:	8083860
Patent Number:	7580862

CORRESPONDENCE DATA

Fax Number: (212)909-6836

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: 2129096000

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:	22363-1211
NAME OF SUBMITTER:	MAX SHAUL
SIGNATURE:	/Max Shaul/
DATE SIGNED:	07/01/2014
Total Attachments: 5	

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of July 1, 2014, made by The ServiceMaster Company, LLC, a Delaware limited liability company having a principal place of business at 860 Ridge Lake Blvd., Memphis, TN 38120 (the "Borrower"), 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") that 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 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 Borrower and CDRSVM Holding, Inc. have executed and delivered 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 Borrower granted to the Agent for the ratable benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Borrower 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 Borrower pursuant to the Credit Agreement, the Borrower 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 Borrower hereby confirms that, subject to existing licenses to use the Patents granted by the Borrower 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 Patents of the Borrower (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 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 Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Borrower under or in any Patent 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 Patent Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower 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 Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents 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 SERVICEMASTER COMPANY, LLC

By: 

Name: James E. Shields

Title: Vice President and Treasurer

[Signature Page to Grant of Security Interest in Patents for The ServiceMaster Company, LLC]

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Tony Yung
Title: Executive Director

SCHEDULE I

Patents

Owner	Title	Status	Registration/Application Number
The ServiceMaster Company, LLC	CLEANING BRUSH	Patented	7845047
The ServiceMaster Company, LLC	CAPTURE AND REMOVAL CLEANING SYSTEM	Patented	8083860
The ServiceMaster Company, LLC	METHOD AND SYSTEM TO SELECT, SCHEDULE AND PURCHASE HOME SERVICES	Patented	7580862