

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6329706

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SERVICEMASTER IPCO LLC	10/01/2020
RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	747 7TH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7580862
Patent Number:	7845047
Patent Number:	8083860
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Phone:	4045723401
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Correspondent Name:	STEVEN SHEESLEY
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ATTORNEY DOCKET NUMBER:	17514.615028
NAME OF SUBMITTER:	STEVEN SHEESLEY
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	10/01/2020
Total Attachments: 5	
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PATENT

REEL: 053943 FRAME: 0050

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of October 1, 2020, between SERVICEMASTER IPCO LLC, a Delaware limited liability company (the “**Grantor**”), and BARCLAYS BANK PLC, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, RW Purchaser LLC (the “**U.S. Borrower**”), RW Canada Purchaser Ltd. (the “**Initial Canadian Borrower**”), ServiceMaster of Canada Limited (the “**Canadian Target**” or, after giving effect to the Amalgamation, the “**Canadian Borrower**”; and the Canadian Borrower, together with the U.S. Borrower, the “**Borrowers**”), RW Guarantor LLC (“**Holdings**”), the Lenders party thereto and Barclays Bank PLC, as the Administrative Agent and the Collateral Agent for the Lenders, are parties to a Credit Agreement dated as of October 1, 2020 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of October 1, 2020 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the U.S. Borrower, the Guarantors party thereto and Barclays Bank PLC, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”) and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has guaranteed certain obligations of the Borrowers and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent owned by the Grantor, including, without limitation, each U.S. Patent listed on Schedule 1 hereto;

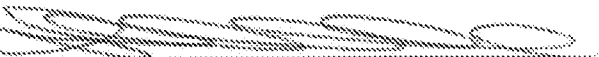
(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent listed on Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall prevail.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

SERVICEMASTER IPCO LLC

By: 

Name: Stephen D. Aronson

Title: Authorized Signatory

Acknowledged:

BARCLAYS BANK PLC,
as Collateral Agent

By: Martin P. Corrigan
Name: Martin Corrigan
Title: Vice President

**Schedule 1
to Patent Security Agreement**

SERVICEMASTER IPCO LLC

U.S. PATENTS AND DESIGN PATENTS

Country	Title	Application Number	Patent Number
United States - (US)	Method And System To Select, Schedule And Purchase Home Services	10/159,649	7,580,862
United States - (US)	Cleaning Brush	11/798,541	7,845,047
United States - (US)	Capture and Removal Cleaning System	11/945,645	8,083,860

U.S. PATENT APPLICATIONS

None.