

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6398774

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE SERVICEMASTER COMPANY, LLC	10/01/2020
RECEIVING PARTY DATA		
Name:	SERVICEMASTER IPCO LLC	
Street Address:	150 PEABODY PLACE	
City:	MEMPHIS	
State/Country:	TENNESSEE	
Postal Code:	38103	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	7580862	
Patent Number:	7845047	
Patent Number:	8083860	
CORRESPONDENCE DATA		
Fax Number:	(215)656-2498	
<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:	215-656-3381	
Email:	pto.phil@dlapiper.com	
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)	
Address Line 1:	ONE LIBERTY PLACE	
Address Line 2:	1650 MARKET ST. SUITE 5000	
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	385435-000038 TR	
NAME OF SUBMITTER:	WILLIAM L. BARTOW	
SIGNATURE:	/williamlbartow/	
DATE SIGNED:	11/12/2020	
Total Attachments: 5		
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EXHIBIT B

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), dated as of October 1, 2020 (the "Effective Date"), is by and between The Servicemaster Company, LLC (f/k/a The ServiceMaster Company) ("Assignor") and ServiceMaster IPCo LLC ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and individually referred to herein as a "Party."

RECITALS

WHEREAS, Assignor and Assignee previously entered into that certain Intellectual Property Assignment, dated as of October 1, 2020 (the "IP Assignment Agreement");

WHEREAS, under the terms of the IP Assignment Agreement, Assignor transferred and assigned to Assignee, among other intellectual property assets, all of Assignor's right, title and interest in and to the patents identified on Schedule II attached hereto;

WHEREAS, in order to record and memorialize the assignment of the patents identified on Schedule II, Assignor has agreed to enter into this Patent Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

ARTICLE I

PATENT ASSIGNMENT

Section 1.1 Assignor hereby irrevocably assigns to Assignee all of its rights, title and interest in, to and under all of the following (collectively, the "Assigned Patents"), together with the right to sue and recover and retain damages and profits for past, present and future infringement, misappropriation, or other violation of any Assigned Patents, if any:

- (i) the patents and patent applications set forth in Schedule II (the "Scheduled Patents");
- (ii) any patent or patent application that claims priority to any Scheduled Patent;
- (iii) any foreign equivalents or foreign counterparts of the foregoing patents and patent applications; and
- (iv) any reissues, re-examinations, divisionals, renewals, extensions, provisionals, and continuations of the foregoing patents and patent applications.

The Assigned Patents and all patents that issue on the Assigned Patents shall be held and enjoyed by the Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

Section 1.2 Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee, its successors, assigns or other legal representatives.

Section 1.3 Promptly following the Effective Date, Assignor will cooperate with Assignee and follow Assignee's reasonable instructions, at Assignee's sole cost and expense, in order to promptly effectuate the transfer of rights to Assignee contemplated hereunder, and any necessary or appropriate records or indicia of ownership and use. Without limiting the foregoing, Assignor agrees at all times to provide Assignee with any additional information, to do any and all things, to execute any and all documents or instruction, and to follow any procedures, that may be required or reasonably requested by Assignee to effectuate the assignment hereunder. Assignee shall be solely responsible for, and shall bear all cost related to, filing or recordings of this Patent Assignment and to effectuate the assignment hereunder.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Grant of Power of Attorney. To the fullest extent permitted by applicable law, Assignor hereby authorizes Assignee and its assignees, and gives Assignee and its assignees its irrevocable power of attorney, with full power of substitution, which authorization shall be coupled with an interest, to take any and all steps in Assignor's name and on behalf of Assignor that are necessary or desirable in the reasonable determination of the Assignee and its assignees to assign, transfer, endorse, negotiate, deposit or otherwise realize on any intellectual property right contemplated herein or any writing of any kind in connection with any intellectual property right contemplated herein, solely in the event that Assignor fails to take any such action within ten (10) business days after receipt of a written request from Assignee.

Section 2.2 Governing Law. This Patent Assignment shall be governed by and construed in accordance with U.S. federal law and the laws of the State of Delaware, as applicable, without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction other than the State of Delaware or U.S. federal law, as the case may be.

Section 2.3 Entire Agreement. This Patent Assignment, together with the Schedules hereto, constitute the entire agreement between the Parties with respect to the subject matter of this Patent Assignment and supersedes any prior discussion, correspondence, negotiation, proposed term sheet, agreement, understanding or arrangement.

Section 2.4 Amendments. This Patent Assignment may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

Section 2.5 Counterparts. This Patent Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Patent Assignment by electronic means shall be as effective as delivery of a manually executed counterpart of this Patent Assignment.

Section 2.6 Headings; Definitions. The section and article headings contained in this Patent Assignment are inserted for convenience of reference only and will not affect the meaning or interpretation of this Patent Assignment.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

THE SERVICEMASTER COMPANY, LLC

By: 

Name: Dion Persson

Title: Senior Vice President

The undersigned are duly authorized to execute this document on behalf of the Assignor.

Executed on this 30 day of September 2020

Assignor: The Servicemaster Company, LLC


By: 

Name: Dion Persson

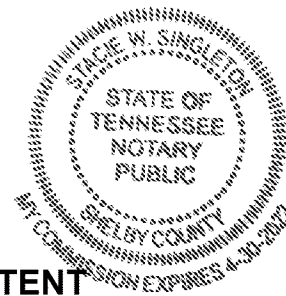
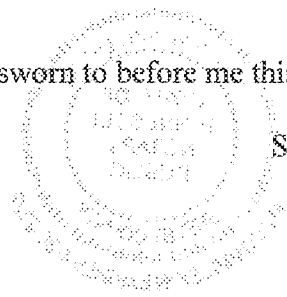
Title: Senior Vice President

Subscribed and sworn to before me this 30 day of September, 2020

(Notarial Seal)

Signature: 

Notary Public



[Signature Page to Patent Assignment]

PATENT
REEL: 054352 FRAME: 0389

SCHEDULE II
SCHEDULED PATENTS

Country	Title	Application Number	Patent Number	Record Owner
United States - (US)	Method And System To Select, Schedule And Purchase Home Services	10/159,649	7,580,862	The ServiceMaster Company, LLC
United States - (US)	Cleaning Brush	11/798,541	7,845,047	The ServiceMaster Company, LLC
European Patent Convention - (EP)	Cleaning Brush	08769134.1	2155030	The ServiceMaster Company
India - (IN)	Cleaning Brush	6943/DELNP/2009	331599	The ServiceMaster Company
Japan - (JP)	Cleaning Brush	2010-508477	5313238	The ServiceMaster Company
Canada - (CA)	Cleaning Brush	2,684,751	2,684,751	The ServiceMaster Company
France - (FR)	Cleaning Brush	08769134.1	2155030	The ServiceMaster Company
Germany - (DE)	Cleaning Brush	08769134.1	2155030	The ServiceMaster Company
Great Britain - (GB)	Cleaning Brush	08769134.1	2155030	The ServiceMaster Company
United States - (US)	Capture and Removal Cleaning System	11/945,645	8,083,860	The ServiceMaster Company, LLC
Japan - (JP)	Capture and Removal Cleaning System	2010-536053	5221670	The ServiceMaster Company
Canada - (CA)	Capture and Removal Cleaning System	2,706,842	2,706,842	The ServiceMaster Company
European Patent Convention - (EP)	Capture and Removal Cleaning System	08855387.0	2230982	The ServiceMaster Company
Ireland - (IE)	Capture and Removal Cleaning System	08855387.0	2230982	The ServiceMaster Company
Turkey - (TR)	Capture and Removal Cleaning System	08855387.0	2230982	The ServiceMaster Company
Great Britain - (GB)	Capture and Removal Cleaning System	08855387.0	2230982	The ServiceMaster Company