

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
RW PURCHASER LLC	12/09/2020
RECEIVING PARTY DATA	
Name:	SERVICEMASTER OPCO HOLDINGS LLC
Street Address:	150 PEABODY PLACE
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38103
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8083860
Patent Number:	7845047
Patent Number:	7580862
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NAME OF SUBMITTER:	ELANA D. BENSOUL
SIGNATURE:	/edb/
DATE SIGNED:	12/16/2020
Total Attachments: 4	
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PATENT ASSIGNMENT (US)

This PATENT ASSIGNMENT (the "Patent Assignment") is made and entered into as of December 9, 2020, by and between RW PURCHASER LLC, a Delaware limited liability company located at 1180 Peachtree Street, Suite 2500, Atlanta, Georgia 30309, ("Assignor"), and SERVICEMASTER OPCO HOLDINGS LLC, a Delaware limited liability company located at 150 Peabody Place, Memphis, TN 38103 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, pursuant to the Pre-Contribution Agreement between the Parties of even date herewith (the "Agreement"), Assignor has assigned all right, title and interest in and to the Contributed IP (as defined by reference therein) throughout the world, including any and all patents and pending patent applications listed on the attached Schedule 1, and all inventions described and claimed thereon (collectively referred to as the "Patents"); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the Contributed IP, including the Patents, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably contributes, transfers, grants, bargains, assigns, conveys and delivers all of its right, title and interest in and to the Patents to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), as a capital contribution to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Patents, including to all products and proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation or other violation of any of the Patents occurring prior to, on or after the date hereof, and to collect all damages, settlements and proceeds relating to the Patents and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character with respect to the Patents, to have and to hold the same unto the Assignee and its successors and assigns forever, as of the Closing Date.

This Patent Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Patent Assignment is for recordation purposes only and its terms shall not modify and shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the Contributed IP.

THIS PATENT ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK

WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

This Patent Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.


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IN WITNESS WHEREOF, the undersigned has caused this PATENT ASSIGNMENT to be duly executed and delivered as of the date first written above.

ASSIGNOR

RW PURCHASER LLC

By: _____



Name: Timothy Leslie

Title: Secretary

ASSIGNEE

SERVICEMASTER OPCO HOLDINGS
LLC

By: _____



Name: Timothy Leslie

Title: Secretary

**Schedule 1
Patents**

Country	Title	Filing Date	Application Number	Grant Date	Patent Number
United States	Capture and Removal Cleaning System	11/27/2007	11/945,645	12/27/2011	8,083,860
United States	Cleaning Brush	05/15/2007	11/798,541	12/7/2010	7,845,047
United States	Method And System To Select, Schedule And Purchase Home Services	05/31/2002	10/159,649	8/25/2009	7,580,862