

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6454146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN PATENTS
SEQUENCE:	4
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
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>	
Email:	ebensoul@paulweiss.com, jaliano@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com
Correspondent Name:	ELANA D. BENSOUL
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP
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ATTORNEY DOCKET NUMBER:	017514-116
NAME OF SUBMITTER:	ELANA D. BENSOUL
SIGNATURE:	/edb/
DATE SIGNED:	12/16/2020
Total Attachments: 4	
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NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN PATENTS (US)

This Notice of Grant of Back-up Security Interest in Patents (the “Notice”), is made and entered into as of December 9, 2020, by RW PURCHASER LLC, a Delaware limited liability company located at 1180 Peachtree Street, Suite 2500, Atlanta, Georgia 30309, (“Grantor”), in favor of SERVICEMASTER OPCO HOLDINGS LLC, a Delaware limited liability company located at 150 Peabody Place, Memphis, TN 38103 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States patents and pending patent applications, set forth on Schedule 1 attached hereto (collectively, the “Patents”); and

WHEREAS, pursuant to the Pre-Contribution Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Contributed IP, including the Patents, and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, 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 from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Patent Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Patent Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Patents pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Patents as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Patent Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets.

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

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the

applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Patent Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Patent Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Patent Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

3. THIS NOTICE 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).

4. This Notice 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN PATENTS to be duly executed and delivered as of the date first written above.

RW PURCHASER LLC

By: _____

A handwritten signature in black ink, appearing to read "Timothy Leslie", is written over a horizontal line.

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