

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Terminix International Company Limited Partnership		11/26/2019	Limited Partnership: DELAWARE
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		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	78738827		
Serial Number:	88001850	BUSINESS FIRST	
Serial Number:	88232172	CAPELOUTO	
Serial Number:	88231801	CAPELOUTO	
Serial Number:	73784486	COOPER	
Serial Number:	73784667	COOPER	
Serial Number:	87723155	DEFENDERS OF HOME	
Serial Number:	88419680	DRYWOOD DEFEND SYSTEM	
Serial Number:	88197741	FRESH EFFECTS	
Serial Number:	88236013	HELLO CAPELOUTO...GOODBYE BUGS!	
Serial Number:	87042222	MORE PROTECTION BETTER RESULTS	
Serial Number:	88236041	PERIMETER GUARD	
Serial Number:	88421096	PREVENT THE TENT	
Serial Number:	87488798	QUICK GUARD	
Serial Number:	88001879	TERMINIX COMMERCIAL	
Serial Number:	88054143	TERMINIX COMMERCIAL	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	11/26/2019
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Total Attachments: 6

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SUPPLEMENTAL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SUPPLEMENTAL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 26, 2019, made by The Terminix International Company Limited Partnership, a Delaware limited partnership having a principal place of business at 150 Peabody Place, Memphis, TN 38103 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., having a principal place of business at 10 South Dearborn, Floor L2, Chicago, IL 60603, as administrative agent and collateral agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") which are parties to the Second Amended and Restated Credit Agreement, dated as of November 5, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among The ServiceMaster Company, LLC (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 Grantor, the Borrower and CDRSVM Holding, Inc. have executed and delivered a 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 Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

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

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor 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 Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks 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.

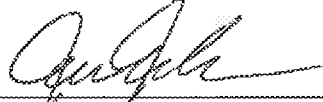
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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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 TERMINIX INTERNATIONAL
COMPANY LIMITED PARTNERSHIP

By: 
Name: Jesse J. Jenkins
Title: Authorized Signatory

JPMORGAN CHASE BANK N.A.,
as Agent

By:



Name: Brendan Korb
Title: Vice President

SCHEDULE I

Trademarks

	Owner	Trademark	Appl. No.	Reg. No.
1.	The Terminix International Company Limited Partnership	DESIGN ONLY	78738827	3339367
2.	The Terminix International Company Limited Partnership	BUSINESS FIRST	88001850	5712785
3.	The Terminix International Company Limited Partnership	CAPELOUTO	88232172	
4.	The Terminix International Company Limited Partnership	CAPELOUTO (Design)	88231801	
5.	The Terminix International Company Limited Partnership	COOPER	73784486	1609354
6.	The Terminix International Company Limited Partnership	COOPER	73784667	1566379
7.	The Terminix International Company Limited Partnership	DEFENDERS OF HOME	87723155	5529132
8.	The Terminix International Company Limited Partnership	DRYWOOD DEFEND SYSTEM	88419680	
9.	The Terminix International Company Limited Partnership	FRESHEFFECTS	88197741	5781248
10.	The Terminix International Company Limited Partnership	HELLO CAPELOUTO...GOODBYE BUGS!	88236013	
11.	The Terminix International Company Limited Partnership	MORE PROTECTION BETTER RESULTS	87042222	5122711
12.	The Terminix International Company Limited Partnership	PERIMETER GUARD and Design	88236041	
13.	The Terminix International Company Limited Partnership	PREVENT THE TENT	88421096	
14.	The Terminix International Company Limited Partnership	QUICK GUARD	87488798	5493684
15.	The Terminix International Company Limited Partnership	TERMINIX COMMERCIAL	88001879	5712786
16.	The Terminix International Company Limited Partnership	TERMINIX COMMERCIAL (Design)	88054143	5713311