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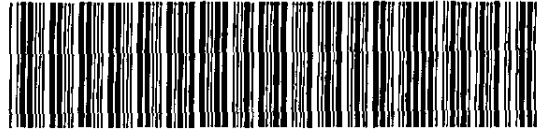
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**Assignment**

**T02815**

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# ServiceMASTER

The ServiceMaster Company  
3250 Lacey Road, Suite 600  
Downers Grove, IL 60515-7926  
Phone: 630/663-2000 Fax: 630/663-2001

Via Overnight Courier

February 11, 2005

Division of Corporations  
Florida Department of State  
409 E. Gaines Street  
Tallahassee, FL 32399

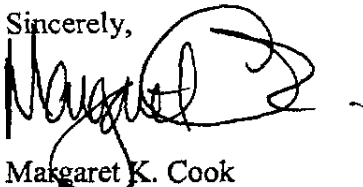
Dear Sir or Madam:

Enclosed are the following documents for processing:

- 1) Assignment of Mark Registration Form assigning the mark GroundControl Landscaping & Maintenance & Design from the ServiceMaster Company to TruGreen LandCare L.L.C.
- 2) Assignment Agreement between The ServiceMaster Company and TruGreen LandCare L.L.C.
- 3) Mark Renewal Application Form in the name of the new owner (TruGreen Green LandCare L.L.C.
- 4) Check in the amount of \$146.25 (\$50 for Assignment of Mark and \$96.25 for Renewal).

Please contact me at 630-663-2042, if you have any questions.

Sincerely,



Margaret K. Cook  
Corporate Counsel

#3

### ASSIGNMENT OF MARK REGISTRATION

1. The mark to be assigned is: GroundControl Landscaping & Maintenance & Design

Registration Number: T02815

2. ASSIGNOR:  
Name: The ServiceMaster Company

If Assignor is a corporation, the state in which incorporated & FL registration Number: Delaware

Address: 3250 Lacey Road, Suite 600

City: Downers Grove State/Zip: IL, 60515

3. ASSIGNEE:  
Name: TruGreen LandCare L.L.C.

If Assignee is a corporation, the state in which incorporated & FL registration number: DE, L990000008826

Address: 860 Ridge Lake Blvd.

City: Memphis State/Zip TN, 38120

4. All right, title and interest in and to said mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of the mark) is hereby assigned by The ServiceMaster Company to TruGreen LandCare L.L.C. (the Assignor)

TruGreen LandCare L.L.C.  
(the Assignee)

[Signature]  
(Assignor's Signature)

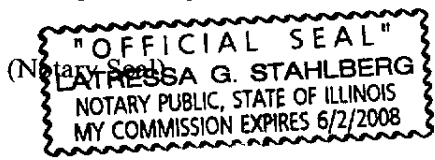
By Sandra Groman, Vice President  
(Typed or Printed Name of Person Signing Above)

[Signature]  
(Assignee's Signature)

By Vice President  
(Typed or Printed Name of Person Signing Above)

On this 9<sup>th</sup> day of February, 2005, personally appeared before me,

who is personally known to me  whose identity I proved on the basis of \_\_\_\_\_



[Signature]  
Signature of Notary Public

Instructions: The assignment must be signed by both the assignee and the assignor. If a corporation, an officer of the corporation must sign. Both the assignee's and the assignor's signature must be acknowledged before a Notary Public. If you need assistance, call the Registration Section at (850) 245-6051.

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05 JUN 20 PM 2:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into February 7, 2005 ("Effective Date"), by and between The ServiceMaster Company, a Delaware corporation, ("Assignor"), and TruGreen LandCare L.L.C., a Delaware limited liability company ("Assignee").

## RECITALS

- A. The Florida Division of Corporations lists Ground Control Landscaping, Inc., a Florida corporation ("Ground Control"), as the registered owner of the trademark listed on Exhibit A ("Trademark").
- B. LandCare USA, Inc., a Delaware corporation, ("LandCare"), acquired Ground Control in an Agreement and Plan of Organization dated March 17, 1998, thereby assuming all assets, liabilities and obligations of Ground Control. *See Exhibit B*
- C. LandCare was merged into Assignor and dissolved on December 31, 1999 ("The Merger Date"); therefore, Assignor assumed all assets, liabilities and obligations of LandCare via the Certificate of Ownership and Merger, page 2. *See Exhibit C*
- D. Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the Trademark, including variations thereof and the goodwill associated therewith.
- E. Assignee wishes to acquire, and Assignor wishes to assign, all right, title, and interest in, to, and under the Trademark, together with the goodwill associated with the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor does sell, assign, transfer, and set over to Assignee the entire right, title, and interest in, to, and under the Trademark, together with the goodwill associated with the Trademark, including any renewals and extensions of any registration that is or may be secured under the laws of the state of Florida, the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment not been made; and together will all income, royalties, or payments due or payable as of the Merger Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Florida Division of Corporations to record Assignee as the owner of the Trademarks.

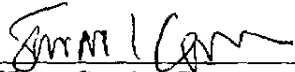
Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other

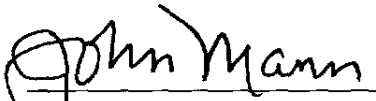
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STATE OF FLORIDA

documentation as may be reasonably required) (1) in the preparation and prosecution of any application for renewal of a registration covering any of the Trademark, (2) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with the Trademark, including, but not limited to, testifying as to any facts relating to the Trademark and this Assignment, (3) in obtaining any additional protection for the Trademark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, and (4) in the implementation or perfection of this Assignment.

Assignor:  
The ServiceMaster Company

Assignee:  
TruGreen LandCare L.L.C.

By:   
Officer: Sandra Groman  
Title: Vice President

By:   
Officer: John Mann  
Title: Vice President

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**Exhibit A**

Trademark

Florida Registration No.

Mark

T02815

GroundControl Landscaping & Maintenance (and Design)

**Exhibit B**

Agreement and Plan of Organization dated March 17, 1998  
between LandCare USA, Inc., Ground Control Landscaping Inc. et al.

*Pages 1-8 of the Agreement attached.*

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**AGREEMENT AND PLAN OF ORGANIZATION**

dated as of March 17, 1998

by and among

LANDCARE USA, INC.

GROUND CONTROL ACQUISITION CORP.  
(a subsidiary of LandCare USA, Inc.)

GROUND CONTROL LANDSCAPING, INC.

and

the STOCKHOLDERS named herein

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## AGREEMENT AND PLAN OF ORGANIZATION

**THIS AGREEMENT AND PLAN OF ORGANIZATION** (the "Agreement") is made as of March 17, 1998, by and among LandCare USA, Inc., a Delaware corporation ("LandCare"), Ground Control Acquisition Corp., a Delaware corporation ("Newco"), Ground Control Landscaping, Inc., a Florida corporation (the "Company"), and the stockholders identified on the signature pages hereof (the "Stockholders"). The Stockholders are all the stockholders of the Company.

### RECITALS

**WHEREAS**, Newco is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on or about March 6, 1998 solely for the purpose of completing the transactions set forth herein, and is a wholly-owned subsidiary of LandCare, a corporation organized and existing under the laws of the State of Delaware;

**WHEREAS**, the respective Boards of Directors of Newco and the Company (which together are hereinafter collectively referred to as "Constituent Corporations") deem it advisable and in the best interests of the Constituent Corporations and their respective Stockholders that Newco merge with and into the Company pursuant to this Agreement and the applicable provisions of the laws of the States of Delaware and the State of Incorporation (as defined below);

**WHEREAS**, LandCare is entering into other separate agreements substantially similar to this Agreement (the "Other Agreements"), each of which is entitled "Agreement and Plan of Organization," with each of the Other Founding Companies (as defined herein) and their respective stockholders in order to acquire additional landscaping and related services businesses;

**WHEREAS**, this Agreement, the Other Agreements and the IPO (as defined herein) constitute the "LandCare Plan of Organization;"

**WHEREAS**, the Stockholders and the Boards of Directors and the stockholders of LandCare, each of the Other Founding Companies and each of the subsidiaries of LandCare that are parties to the Other Agreements have approved and adopted the LandCare Plan of Organization as an integrated plan pursuant to which the Stockholders and the stockholders of each of the Other Founding Companies will transfer the capital stock of each of the Founding Companies (as defined herein) to LandCare and the stockholders of each of the Other Founding Companies will acquire the stock of LandCare (but not cash or other property) as a tax-free transfer of property under Section 351 of the Code;

**WHEREAS**, in consideration of the agreements of the Other Founding Companies pursuant to the Other Agreements, the Board of Directors of the Company has approved this Agreement (which is subject to the terms and conditions herein set forth), as part of the LandCare Plan of Organization in order to transfer the capital stock of the Company to LandCare;

**WHEREAS**, unless the context otherwise requires, capitalized terms used in this Agreement or in any schedule attached hereto and not otherwise defined shall have the following meanings for all purposes of this Agreement:

"1933 Act" means the Securities Act of 1933, as amended.

"1934 Act" means the Securities Exchange Act of 1934, as amended.

"Acquired Party" means the Company, any Subsidiary of the Company and any member of a Relevant Group.

"Acquisition Companies" means Newco and each of the other Delaware companies created for purposes of effecting the acquisitions of some or all of the Other Founding Companies and wholly-owned by LandCare prior to the Funding and Consummation Date.

"Affiliate" means, with respect to any Person, any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

"Articles of Merger" shall mean those Articles or Certificates of Merger with respect to the Merger in such forms as may be required by the laws of the State of Delaware and the State of Incorporation.

"Balance Sheet Date" shall mean December 31, 1997.

"Closing" has the meaning set forth in Section 4.

"Closing Date" has the meaning set forth in Section 4.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the first paragraph of this Agreement.

"Company Stock" has the meaning set forth in Section 2.1.

"Constituent Corporations" has the meaning set forth in the second recital of this Agreement.

"Draft Registration Statement" means the March 12, 1998 draft of the Registration Statement, and any corrections thereto and supplemental information delivered by LandCare to the Company for delivery to the Stockholders prior to the time this Agreement is delivered to LandCare.

"Effective Time of the Merger" shall mean the time as of which the Merger becomes effective, which shall occur on the Funding and Consummation Date.

"Environmental Laws" has the meaning set forth in Section 5.13.

"Expiration Date" has the meaning set forth in Section 5(A).

"Founding Companies" means:

(a) Arteka Corporation, a Minnesota corporation, as well as its affiliates Arteka Natural Green Corporation, a Minnesota corporation and Arteka Nurseries, Inc., a Minnesota corporation;

(b) D. R. Church Landscape Co., Inc., an Illinois corporation;

(c) Desert Care Landscaping, Inc., an Arizona corporation;

(d) Four Seasons Landscape and Maintenance, Inc., a California corporation;

(e) Ground Control Landscaping, Inc., a Florida corporation;

(f) Southern Tree & Landscape Co., Inc., a North Carolina corporation; and

(g) Trees, Inc., a Nevada corporation.

"Funding and Consummation Date" has the meaning set forth in Section 4.

"IPO" means the initial public offering of LandCare Stock pursuant to the Registration Statement described herein.

"Material Adverse Effect" has the meaning set forth in Section 5.1.

"Material Documents" has the meaning set forth in Section 5.23.

"Merger" means the merger of Newco with and into the Company pursuant to this Agreement and the applicable provisions of the laws of the State of Delaware and the laws of the State of Incorporation.

"LandCare" has the meaning set forth in the first paragraph of this Agreement.

"LandCare Charter Documents" has the meaning set forth in Section 6.1.

"LandCare Stock" means the common stock, par value \$.01 per share, of LandCare.

"Newco" has the meaning set forth in the first paragraph of this Agreement.

"Newco Stock" means the common stock, par value \$.01 per share, of Newco.

"Other Founding Companies" means all of the Founding Companies other than the Company.

"Person" means an individual or a corporation, limited partnership, general partnership, limited liability company, trust, unincorporated association, joint venture, association, or government or any agency, instrumentality, or political subdivision thereof, or other entity.

"Pricing" means the date of determination by LandCare and the Underwriters of the public offering price of the shares of LandCare Stock in the IPO; the parties hereto contemplate that the Pricing shall take place on the Closing Date.

"Qualified Plans" has the meaning set forth in Section 5.20.

"Registration Statement" means that certain registration statement on Form S-1 to be filed with the SEC covering the shares of LandCare Stock to be issued in the IPO and all amendments thereto.

"Relevant Group" means the Company and any Affiliated, combined, consolidated, unitary or similar group of which the Company is or was a member for Tax reporting purposes.

"Returns" means any returns, reports or statements (including any information returns) required to be filed for purposes of a particular Tax.

"Schedule" means each Schedule attached hereto (as the same may from time to time be amended), which shall reference the relevant sections of this Agreement, on which parties hereto disclose information as part of their respective representations, warranties and covenants.

"SEC" means the United States Securities and Exchange Commission.

"State of Incorporation" means the State of Florida.

"Stockholders" has the meaning set forth in the first paragraph of this Agreement.

"Subsidiary" means, as to any Person, any corporation or entity, 50% or more of the shares of voting stock (or in the case of an entity which is not a corporation, 50% or more of the equity interests that provide the power to manage or direct the management of such entity) of which is at the time any determination is being made, owned, directly or indirectly, by such Person and its wholly owned Subsidiaries.

"Surviving Corporation" shall mean the Company as the surviving party in the Merger.

"Tax" or "Taxes" means all federal, state, local or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, withholding, employment, excise, property, deed, stamp, alternative or add on minimum, or other taxes, assessments, duties, fees, levies or other governmental charges, whether disputed or not, together with any interest, penalties, additions to tax or additional amounts with respect thereto.

"Underwriters" means the prospective underwriters identified in the Draft Registration Statement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants herein contained, the parties hereto hereby agree as follows:

**1. THE MERGER**

1.1 **Delivery and Filing of Articles of Merger.** The Constituent Corporations will cause the Articles of Merger to be signed, verified and delivered to LandCare at the Closing to be held for filing with the Secretary of State of the State of Delaware and the Secretary of State (or other appropriate authority) of the State of Incorporation on or effective as of the Funding and Consummation Date.

1.2 **Effective Time of the Merger.** At the Effective Time of the Merger, Newco shall be merged with and into the Company in accordance with the Articles of Merger, the separate existence of Newco shall cease, the Company shall be the surviving party in the Merger and the Company is sometimes hereinafter referred to as the Surviving Corporation. The Merger will be effected in a single transaction.

1.3 **Certificate of Incorporation, By-laws; Board of Directors and Officers of Surviving Corporation.** At the Effective Time of the Merger:

(i) the Certificate of Incorporation of the Company then in effect shall be the Certificate of Incorporation of the Surviving Corporation until changed as provided by law;

(ii) the By-laws of Newco then in effect shall become the By-laws of the Surviving Corporation; and subsequent to the Effective Time of the Merger, such By-laws shall be the By-laws of the Surviving Corporation until they shall thereafter be duly amended (and such By-laws shall be amended from time to time, if necessary, to comply with applicable state law);

(iii) the Board of Directors of the Surviving Corporation shall consist of the persons who are on the Board of Directors of the Company immediately prior to the Effective Time of the Merger, provided that William Murdy or another officer of LandCare shall become an additional director of the Surviving Corporation effective as of the Effective Time of the Merger, and the number of directors constituting the entire Board of Directors of the Company shall be

increased, if necessary, to accommodate the addition of such additional director; the Board of Directors of the Surviving Corporation shall hold office subject to the provisions of the laws of the State of Incorporation and of the Certificate of Incorporation and By-laws of the Surviving Corporation; and

(iv) the officers of the Company immediately prior to the Effective Time of the Merger shall continue as the officers of the Surviving Corporation in the same capacity or capacities, and effective upon the Effective Time of the Merger William Fiedler and another officer of LandCare shall each become an additional Vice President and Assistant Secretary of the Surviving Corporation, such officers to serve, subject to the provisions of the Certificate of Incorporation and By-laws of the Surviving Corporation, until their respective successors are duly elected and qualified.

1.4 **Certain Information With Respect to the Capital Stock of the Company, LandCare and Newco.** The respective designations and numbers of outstanding shares and voting rights of each class of outstanding capital stock of the Company, LandCare and Newco as of the date of this Agreement are as follows:

(i) as of the date of this Agreement, the authorized and outstanding capital stock of the Company is as set forth on Annex II hereto;

(ii) immediately prior to the Closing Date and the Funding and Consummation Date, except for changes permitted by Section 7.12 hereof, the authorized capital stock of LandCare will consist of 100,000,000 shares of LandCare Stock, of which the number of issued and outstanding shares will be set forth in the Registration Statement, 5,000,000 shares of preferred stock, \$.01 par value, of which no shares will be issued and outstanding, and 3,000,000 shares of Restricted Voting Common Stock, \$.01 par value (the "Restricted Common Stock"), all of which will be issued and outstanding except as otherwise set forth in the Registration Statement; and

(iii) as of the date of this Agreement, the authorized capital stock of Newco consists of 1,000 shares of Newco Stock, of which one hundred (100) shares are issued and outstanding.

1.5 **Effect of Merger.** At the Effective Time of the Merger, the effect of the Merger shall be as provided in the applicable provisions of the General Corporation Law of the State of Delaware (the "Delaware GCL") and the law of the State of Incorporation. Except as herein specifically set forth, the identity, existence, purposes, powers, franchises, privileges, rights and immunities of the Company shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of Newco shall be merged with and into the Company, and the Company, as the Surviving Corporation, shall be fully vested therewith. At the Effective Time of the Merger, the separate existence of Newco shall cease and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public, as well as of a private, nature, and all property, real, personal and mixed, and all debts due on

whatever account, including subscriptions to shares, and all taxes, including those due and owing and those accrued, and all other choses in action, and all and every other interest of or belonging to or due to the Company and Newco shall be transferred to, and vested in, the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Company and Newco; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of the State of Incorporation vested in the Company and Newco, shall not revert or be in any way impaired by reason of the Merger. Except as otherwise provided herein, the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Company and Newco and any claim existing, or action or proceeding pending, by or against the Company or Newco may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in their place. Neither the rights of creditors nor any liens upon the property of the Company or Newco shall be impaired by the Merger, and all debts, liabilities and duties of the Company and Newco shall attach to the Surviving Corporation, and may be enforced against such Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by such Surviving Corporation.

## 2. CONVERSION OF STOCK

2.1 **Manner of Conversion.** The manner of converting the shares of (i) outstanding capital stock of the Company ("Company Stock") and (ii) Newco Stock, issued and outstanding immediately prior to the Effective Time of the Merger, respectively, into shares of (x) LandCare Stock and cash and (y) common stock of the Surviving Corporation, respectively, shall be as follows:

As of the Effective Time of the Merger:

(i) all of the shares of Company Stock issued and outstanding immediately prior to the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, automatically shall be deemed to represent (1) the right to receive the number of shares of LandCare Stock set forth on Annex I hereto with respect to such holder and (2) the right to receive the amount of cash set forth on Annex I hereto with respect to such holder;

(ii) all shares of Company Stock that are held by the Company as treasury stock shall be canceled and retired and no shares of LandCare Stock or other consideration shall be delivered or paid in exchange therefor; and

(iii) each share of Newco Stock issued and outstanding immediately prior to the Effective Time of the Merger, shall, by virtue of the Merger and without any action on the part of LandCare, automatically be converted into one fully paid and non-assessable share of common stock of the Surviving Corporation which shall constitute all of the issued and outstanding shares of common stock of the Surviving Corporation immediately after the Effective Time of the Merger.

All LandCare Stock received by the Stockholders pursuant to this Agreement shall, except for restrictions on resale or transfer described in Sections 15 and 16 hereof, have the same rights as all the other shares of outstanding LandCare Stock by reason of the provisions of the Certificate of Incorporation of LandCare or as otherwise provided by the Delaware GCL. All LandCare Stock received by the Stockholders shall be issued and delivered to the Stockholders free and clear of any liens, claims or encumbrances of any kind or nature. All voting rights of such LandCare Stock received by the Stockholders shall be fully exercisable by the Stockholders and the Stockholders shall not be deprived nor restricted in exercising those rights. At the Effective Time of the Merger, LandCare shall have no class of capital stock issued and outstanding other than the LandCare Stock and the Restricted Voting Common Stock.

### **3. DELIVERY OF MERGER CONSIDERATION**

3.1 On the Funding and Consummation Date the Stockholders, who are the holders of all of the outstanding capital stock of the Company, shall, upon surrender of certificates representing such shares, receive the respective numbers of shares of LandCare Stock and the amounts of cash described on Annex I hereto, said cash to be payable by certified check or wire transfer.

3.2 The Stockholders shall deliver to LandCare at the Closing the certificates representing Company Stock, duly endorsed in blank by the Stockholders, or accompanied by blank stock powers, and with all necessary transfer tax and other revenue stamps, acquired at the Stockholders' expense, affixed and canceled. The Stockholders agree promptly to cure any deficiencies with respect to the endorsement of the stock certificates or other documents of conveyance with respect to such Company Stock or with respect to the stock powers accompanying any Company Stock.

### **4. CLOSING**

At or prior to the Pricing, the parties shall take all actions necessary to prepare to (i) effect the Merger (including the execution of the Articles of Merger which shall be delivered to LandCare for filing with the appropriate authorities effective on the Funding and Consummation Date) and (ii) effect the conversion and delivery of shares referred to in Section 3 hereof; provided, that such actions shall not include the actual completion of the Merger or the conversion and delivery of the shares and funds referred to in Section 3 hereof, each of which actions shall only be taken upon the Funding and Consummation Date as herein provided. In the event that there is no Funding and Consummation Date and this Agreement automatically terminates as provided in this Section 4, the Articles of Merger shall not be filed and shall be returned to the Stockholders. The taking of the actions described in clauses (i) and (ii) above (the "Closing") shall take place on the closing date (the "Closing Date") at the offices of Bracewell & Patterson, L.L.P., South Tower Pennzoil Place, 711 Louisiana, Suite 2900, Houston, Texas 77002. On the Funding and Consummation Date (x) the Articles of Merger shall be filed with the appropriate state authorities so that they shall be, as early as practicable on the Funding and Consummation Date, effective and the Merger shall thereby be effected, (y) all transactions contemplated by this Agreement, including the conversion and delivery of shares and the delivery of funds in the amount and in the manner provided in Section 3 hereof and



**Exhibit C**

Certificate of Ownership and Merger

Between LandCare USA, Inc., a Delaware corporation, and  
The ServiceMaster Company, a Delaware corporation

*Page 2 of the Merger attached.*

---

**Exhibit C**

Certificate of Ownership and Merger  
Between LandCare USA, Inc., a Delaware corporation, and  
The ServiceMaster Company, a Delaware corporation

*The Certificate of Ownership and Merger is attached.*

**Certificate of Ownership and Merger**

**Merging**

**LandCare USA, Inc.**  
(a Delaware corporation)

**With and Into**

**The ServiceMaster Company**  
(a Delaware corporation)

\*\*\*\*\*

In accordance with Section 253 of  
the General Corporation Law of  
the State of Delaware

\*\*\*\*\*

The ServiceMaster Company, a Delaware corporation (referred to as "ServiceMaster" or "Surviving Corporation"), certifies as follows:

First: ServiceMaster was incorporated on September 10, 1991, pursuant to the Delaware General Corporation Law.

Second: LandCare USA, Inc., a Delaware corporation ("LandCare"), was incorporated on October 9, 1997, pursuant to the Delaware General Corporation Law.

Third: ServiceMaster owns one hundred percent (100%) of the outstanding shares of the common stock of LandCare.

Fourth: ServiceMaster, by resolution of its board of directors duly adopted at a meeting held on October 27, 1998, determined to acquire and merge into itself LandCare, which resolution reads as follows:

WHEREAS it is deemed advisable and in the best interests of the corporation to merge its wholly-owned subsidiary, LandCare USA, Inc. ("LandCare"), with and into the corporation pursuant to Section 253 of the Delaware General Corporation Law;

NOW, THEREFORE, be it resolved that the corporation merges into itself LandCare and assumes all of the assets and liabilities and obligations of LandCare;

FURTHER RESOLVED that the President or Senior Vice President and the Secretary or Assistant Secretary are authorized and directed to execute and deliver a Certificate of Ownership and Merger setting forth the resolutions authorizing the corporation to merge LandCare with and into the corporation, the date of the adoption thereof, to file the same with the Secretary of State of the State of Delaware, and to record a certified copy thereof in the office of the Recorder of Deeds of New Castle County, Delaware.

FURTHER RESOLVED that the proper officers of the corporation are authorized to take all such further action, and to execute and deliver all such further instruments and documents, in the name and on behalf of the corporation, and to pay all expenses, which shall in their judgement be necessary, proper, and advisable in order to effect and consummate the merger.

FURTHER RESOLVED that the merger shall become effective at 11:59 PM on December 31, 1999.

IN WITNESS WHEREOF, ServiceMaster has caused this Certificate of Ownership and Merger to be executed by its Senior Vice President, and attested by its Assistant Secretary, on December 28, 1999.

The ServiceMaster Company

By: Vernon T. Squires  
Vernon T. Squires  
Senior Vice President

Attest:

By: Douglas W. Colber  
Douglas W. Colber  
Asst. Secretary

State of Illinois )  
 ) SS  
 County of DuPage )

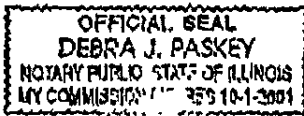
This is to certify that on December 28, 1999, before me, a notary public, personally appeared Vernon T. Squires and Douglas W. Colber, each of whom being by me first duly sworn, declared that he signed the foregoing Certificate of Ownership and Merger as Senior Vice President and Assistant Secretary, respectively, of The ServiceMaster Company, that he was authorized so to sign, and that the statements therein are true.

Witness my hand and official seal on December 28, 1999.

My commission expires:

(Seal)

*Debra J. Paskey*  
 Notary Public



State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"LANDCARE USA, INC.", A DELAWARE CORPORATION,

WITH AND INTO "THE SERVICEMASTER COMPANY" UNDER THE NAME OF "THE SERVICEMASTER COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1999, AT 4:05 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

05 JUN 20 PM 2:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED



*Edward J. Freel*

Edward J. Freel, Secretary of State

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AUTHENTICATION: 0170831

DATE: 12-29-99