

RE

11-20-2003

3 SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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102605185

8 attached original documents or copy thereof.

Name of conveying party(ies):

Mr. Appliance Corp.

11/4/03

Individual(s)

General Partnership

☐ Association☐ Limited Partnership☒ Corporation-State TX

Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: October 30, 2003

2. Name and address of receiving party(ies)

Name: Madison Capital Funding LLC, as agent

Internal Address:

Street Address: 303 W. Madison

City: Chicago State: IL ZIP: 60606

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston &amp; Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 90.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

11/19/2003 6TON11 00000028 75233912

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01 FC:AS21

40.00 DP

02 FC:AS22

50.00 DP

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & TrademarksTRADEMARK  
REEL: 002866 FRAME: 0312

# Continuation Item 4

## Schedule 1 to Trademark Security Agreement

### A. Trademark Applications, Trademarks and Trademark Registrations:

MARK NAME	COUNTRY	CLASS	APPLICATION NO.	FILED DATE	REGISTRATION NO.	REGISTRATION DATE
Mr. Appliance	United States	37	75/233912	01/30/97	2176306	07/28/98
Mr. Appliance Expert Appliance Repair & Device	United States	37	75/204002	11/21/96	2156331	05/12/98
Van Strip Device	United States	37	75/206228	12/02/96	2303149	12/28/99
Mr. Appliance running man device	Bermuda	37	33136	04/23/01	unavailable	unavailable
Mr. Appliance running man device	United Kingdom	37	2193395	03/31/99	2193395	03/31/99
Mr. Appliance running man device	European Community	37	1128883	03/31/99	1128883	05/16/00
Running Man Device (no words)	European Community	37	2369759	10/09/01	pending application	pending application

### B. Trademark Licenses:

None.

**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, Mr. Appliance Corp., a Texas corporation (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, TDG Merger Co. (to be merged as of the Closing Date into The Dwyer Group, Inc.), the financial institutions referred to therein (the "**Lenders**") and Madison Capital Funding LLC, as Agent (the "**Agent**"), are parties to a Credit Agreement dated as of October 30, 2003 (as the same may be amended and in effect from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of October 30, 2003 (as said Agreement may be amended and in effect from time to time, the "**Collateral Agreement**") among the Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30<sup>th</sup> day of October, 2003.

MR. APPLIANCE CORP.

By: 

Name: Loren J. Schlachet  
Title: Vice President and Assistant Secretary

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC, as Agent**

By: 

Name: Trevor J. Clark  
Title: Managing Director

**Schedule 1 to Trademark Security Agreement****A. Trademark Applications, Trademarks and Trademark Registrations:**

MR. APPLIANCE CORP.						
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**B. Trademark Licenses:**

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