



To the Honorable Commissioner of Patent

102605221

Attached original documents or copy thereof.

Name of conveying party(ies):

11/14/03

The Dwyer Group, Inc.

Individual(s)

☐ Association

General Partnership

☐ Limited Partnership☒ Corporation-State DE

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. MadisonCity: 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 corporate 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 KonrathInternal Address: Winston & Strawn LLP33rd FloorStreet Address: 35 West Wacker DriveCity: Chicago State: IL ZIP: 606016. Total number of applications and registrations involved. 57. Total fee (37 CFR 3.41).....\$ 140.00☒ 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 00000023 74659514

DO NOT USE THIS SPACE

01 FC:4521 40.00 OP

02 FC:4522 100.00 OP

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]
Signature11/14/03
DateTotal number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required coversheet information to:

Continuation Item 4

Schedule 1 to Trademark Security Agreement

A. Trademark Applications, Trademarks and Trademark Registrations:

MARK	COUNTRY	CLASS	REGISTRATION NUMBER	ISSUANCE DATE	REGISTRATION NUMBER	EXPIRATION DATE
1 The Dwyer Group (Supplemental Register)	United States	35	74/659514	04/03/95	1964802	03/26/96
2 Providing A World of Specialty Services	United States	35	75/263638	03/25/97	2121911	12/16/97
3 Top Gun	United States	35	75/764217	07/30/99	2348772	05/09/00
4 Providing You A World Of Specialty Services	United States	35, 37	76/229190	03/23/01	2762344	09/09/03
5 @ Your Service (application)	United States	9	76/496402	03/06/03	pending application	pending application

B. Trademark Licenses:

None.

Execution Copy

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

WHEREAS, The Dwyer Group, Inc., a Delaware 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 TDG Merger Co. (to be merged as of the Closing Date into The Dwyer Group, Inc.), 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 30th day of October, 2003.

THE DWYER GROUP, INC.

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

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B. Trademark Licenses:

None.

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WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

November 4, 2003

CERTIFIED MAIL/R.R.R.

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
CG-4
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Madison Capital/Dwyer/The Dwyer Group, Inc.

Dear Commissioner:

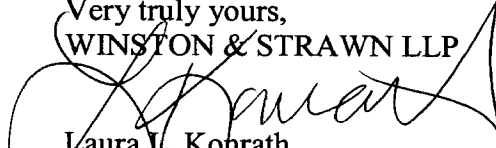
Enclosed is a Trademark Security Agreement together with a check in the amount of \$140.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN LLP
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP

Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

RECORDED: 11/14/2003

TRADEMARK
REEL: 002866 FRAME: 0491