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11-20-2003

1 SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

.Y

To the Honorable Commissioner of P

102605222

Records are attached original documents or copy thereof.

Name of conveying party(ies):

Mr. Electric Corp.

Individual(s)

☐ Association

General Partnership

☐ 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

11/19/2003 6TON11 00000022 74424548

01 FC:8521

40.00 OP

02 FC:8522

125.00 OP

DO NOT USE THIS SPACE

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:

TRADEMARK  
REEL: 002866 FRAME: 0492

Continuation

Item 4

**Schedule 1 to Trademark Security Agreement**

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

| MARK                                      | JURISDICTION  | CLASS       | APPLICATION NUMBER | DATE OF FILING | REGISTRATION NUMBER | REGISTRATION DATE |
|---|---------------|-------------|--------------------|----------------|---------------------|-------------------|
| Mr. Electric                              | United States | 37          | 74/424548          | 08/16/93       | 1894696             | 05/16/95          |
| Mr. Electric                              | United States | 37          | 74/559496          | 08/11/94       | 1918360             | 09/12/95          |
| Expert Electrical Service (Stylized)      |               |             |                    |                |                     |                   |
| Van Stripe Device                         | United States | 37          | 75/039290          | 01/02/96       | 2411628             | 12/12/00          |
| Member Plus Plan                          | United States | 37          | 76/190106          | 01/05/01       | 2723148             | 06/10/03          |
| We've Got The Power To Make Things Better | United States | 37          | 76/191735          | 01/09/01       | 2599198             | 07/23/02          |
| Light Bulb Design                         | United States | 37          | 76/407981          | 05/15/02       | 2758326             | 09/02/03          |
| Mr. Electric                              | New Mexico    | unavailable | unavailable        | unavailable    | TK 95092110         | 09/21/95          |
| Mr. Electric                              | Argentina     | 37          | 1935084            | 08/31/94       | 1561447             | 05/31/95          |
| Mr. Electric                              | Australia     | 37          | 703234             | 02/26/96       | 703234              | 02/26/96          |
| Mr. Electric & Design                     | Australia     | 37          | 847305             | 08/22/00       | 847305              | 08/22/00          |
| Mr. Electric                              | Benelux       | 37          | 831193             | 07/27/94       | 555719              | 07/27/94          |
| Mr. Electric                              | Brazil        | 37          | 820387932          | 11/13/97       | 820387932           | 03/20/01          |
| Mr. Electric & Design                     | Brazil        | 37          | 820387940          | 11/13/97       | 820387940           | 03/20/01          |
| Van Stripe Design                         | Brazil        | 37          | 820387959          | 11/13/97       | 820387959           | 03/20/01          |
| Mr. Electric                              | Canada        | N/A         | 751673             | 04/06/94       | 475684              | 05/05/97          |
| Mr. Electric & Device with Maple Leaf     | Canada        | N/A         | 846799             | 06/03/97       | 500002              | 09/03/93          |
| Mr. Electric                              | Colombia      | 37          | 32149              | 07/22/94       | 169777              | 11/29/94          |
| Mr. Electric                              | Ecuador       | 37          | 49496              | 08/08/94       | 337/96              | 10/16/96          |
| Mr. Electric & Device                     | Ireland       | 37          | 94/4821            | 08/03/94       | 203466              | 07/01/96          |
| Mr. Electric & Device                     | Italy         | 37          | M2000 C006625      | 11/07/00       | unavailable         | unavailable       |
| Mr. Electric                              | Japan         | 37          | 880/1995           | 01/19/95       | 4093792             | 12/19/97          |
| Mr. Electric & Device                     | Malaysia      | 37          | 2001-11038         | 08/16/01       | unavailable         | unavailable       |
| Mr. Electric                              | Mexico        | 37          | 199856             | 05/14/94       | 470663              | 05/24/94          |
| Mr. Electric                              | New Zealand   | 37          | 259359             | 02/29/96       | B259359             | 02/29/96          |

**TRADEMARK SECURITY AGREEMENT**

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

WHEREAS, Mr. Electric 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 day of October, 2003.

**MR. ELECTRIC 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. ELECTRIC CORP.                                |               |             |                              |                |                     |                   |
|---|---------------|-------------|------------------------------|----------------|---------------------|-------------------|
| MARK  | JURISDICTION  | CLASS       | SERIAL OR APPLICATION NUMBER | DATE OF FILING | REGISTRATION NUMBER | REGISTRATION DATE |
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| Mr. Electric                                      | Australia     | 37          | 703234                       | 02/26/96       | 703234              | 02/26/96          |
| Mr. Electric & Design                             | Australia     | 37          | 847305                       | 08/22/00       | 847305              | 08/22/00          |
| Mr. Electric                                      | Benelux       | 37          | 831193                       | 07/27/94       | 555719              | 07/27/94          |
| Mr. Electric                                      | Brazil        | 37          | 820387932                    | 11/13/97       | 820387932           | 03/20/01          |
| Mr. Electric & Design                             | Brazil        | 37          | 820387940                    | 11/13/97       | 820387940           | 03/20/01          |
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| Mr. Electric & Device with Maple Leaf             | Canada        | N/A         | 846799                       | 06/03/97       | 500002              | 09/03/93          |
| Mr. Electric                                      | Colombia      | 37          | 32149                        | 07/22/94       | 169777              | 11/29/94          |
| Mr. Electric                                      | Ecuador       | 37          | 49496                        | 08/08/94       | 337/96              | 10/16/96          |
| Mr. Electric & Device                             | Ireland       | 37          | 94/4821                      | 08/03/94       | 203466              | 07/01/96          |
| Mr. Electric & Device                             | Italy         | 37          | M2000 C006625                | 11/07/00       | unavailable         | unavailable       |
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| Mr. Electric & Device                             | Malaysia      | 37          | 2001-11038                   | 08/16/01       | unavailable         | unavailable       |
| Mr. Electric                                      | Mexico        | 37          | 199856                       | 05/14/94       | 470663              | 05/24/94          |
| Mr. Electric                                      | New Zealand   | 37          | 259359                       | 02/29/96       | B259359             | 02/29/96          |

| MR. ELECTRIC CORP.                              |                |       |                              |                |                     |                   |
|---|----------------|-------|------------------------------|----------------|---------------------|-------------------|
| MARK  | JURISDICTION   | CLASS | SERIAL OR APPLICATION NUMBER | DATE OF FILING | REGISTRATION NUMBER | REGISTRATION DATE |
| Mr. Electric Expert Electrical Service & Device | New Zealand    | 37    | 621421                       | 08/22/00       | 621421              | 08/22/00          |
| Mr. Electric & Device                           | Portugal       | 37    | 357893                       | 08/02/01       | unavailable         | unavailable       |
| Mr. Electric                                    | Saudi Arabia   | 37    | 34906                        | 07/16/96       | 404/02              | 07/16/96          |
| Mr. Electric & Device                           | Saudi Arabia   | 37    | 34907                        | 07/16/96       | 417/21              | 07/16/96          |
| Van Strip Device                                | Saudi Arabia   | 37    | 36439                        | 11/17/96       | 415/04              | 11/17/96          |
| Mr. Electric with Light bulb Device             | Spain          | 37    | 1972067                      | 06/20/95       | 1972067             | 06/20/96          |
| Mr. Electric                                    | Taiwan         | 37    | 92010372                     | 03/03/03       | unavailable         | unavailable       |
| Mr. Electric and Light bulb Design              | Taiwan         | 37    | 91020373                     | 03/03/03       | unavailable         | unavailable       |
| Mr. Electric                                    | United Kingdom | 37    | 2013281                      | 03/07/95       | 2013281             | 03/07/95          |
| Mr. Electric Expert Electrical Service & Device | United Kingdom | 37    | 1580287                      | 08/01/94       | B1580287            | 08/01/94          |
| Mr. Electric                                    | Uruguay        | 37    | 279117                       | 06/30/95       | 279117              | 10/12/99          |

B. Trademark Licenses:

None.