TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/23/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Service net Solutions, LLC		12/23/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Prudential Insurance Company of America
Street Address:	1170 Peachtree Street, Suite 500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2331234	SERVICE NET YOUR REPAIR CONNECTION
Registration Number:	2334655	SERVICE NET YOUR REPAIR CONNECTION

CH $65.00 2331234

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2611
Email: vfitzpatrick@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 191 Peachtree Street
Address Line 2: c/o Vandy F. Fitzpatrick
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick

Date:	12/23/2004

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**"), is made and entered as of December 23, 2004 by and between **SERVICE NET SOLUTIONS, LLC**, a Delaware limited liability company (the "**Grantor**"), and **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, as collateral agent (hereinafter, in such capacity and together with its successors and assigns as permitted under the Securities Purchase Agreement, the "**Collateral Agent**") for **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA** (together with its successors and assigns, "**Prudential**") and **PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY** (together with its successors and assigns, "**PRIAC**", and together with Prudential, the Collateral Agent and the holders from time to time of Senior Notes, the "**Secured Parties**"). All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Senior Note Agreement or the Securities Purchase Agreement (defined in the Senior Note Agreement), as the case may be.

WITNESSETH:

WHEREAS, Service Net Holdings, Inc., SN Acquisition Holdings, Inc. and Service Net Acquisition, LLC (collectively, the "**Issuers**") have entered into that certain Senior Note Agreement, dated as of the date hereof (as amended and in effect from time to time, the "**Senior Note Agreement**") with the Secured Parties on the signature pages thereto, pursuant to which Prudential and PRIAC, subject to the terms and conditions contained therein, has extended or will extend, certain financial accommodations to the Issuers;

WHEREAS, the Issuers, the Grantor and certain subsidiaries of the Grantor have entered into that certain Security Agreement, dated as of the date hereof (as amended and in effect from time to time, the "**Security Agreement**"), pursuant to which each of the Issuers, the Grantor and certain subsidiaries of the Grantor have granted a security interest in the Collateral (as such term is defined in the Security Agreement) in favor of the Secured Parties;

WHEREAS, the Grantor is the owner of certain trademarks and service marks more fully described in the Schedule annexed hereto and hereby made a part hereof and all signs and symbols associated therewith, together with the goodwill of the Grantor's business symbolized and represented by such trademarks and service marks (herein collectively the "**Trademark Collateral**"); and

WHEREAS, it is a condition precedent to Prudential and PRIAC extending certain financial accommodations to the Issuers under the Senior Note Agreement and certain of the other Senior Financing Documents that the Grantor execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, a trademark security agreement in substantially the form hereof;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby pledges and mortgages to the Collateral Agent, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to the Trademark Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the payments and performances when due of all of the "Obligations" (as defined in the Senior Note Agreement).

2. Subject to the provisions of Paragraph 5 hereof, it is the intention of the parties that the Grantor continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby to control the nature and quality of the goods manufactured and sold under said trademarks and service marks, and, upon the payment and performance in full of all of the Obligations and the termination of the Senior Note Agreement, the security interest of the Collateral Agent in the Trademark Collateral shall be released and thereafter the Collateral Agent shall no longer have any interest therein.

3. The Grantor will pay all filing fees with respect to the security interest created hereby that the Collateral Agent may deem necessary or advisable in order to perfect and continue perfected its security interest in the Trademark Collateral.

4. The Grantor represents and warrants that the Grantor lawfully possesses and owns the Trademark Collateral and that, except for the security interest in favor of the Collateral Agent granted hereby, the Trademark Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Grantor has not made or given any prior assignments or transfers of the Trademark Collateral or any prior security interests in the Trademark Collateral that have not been fully released; that the Trademark Collateral is and will continue to be, in all respects, in full force and effect; and that the Grantor has no knowledge of any infringements of the Trademark Collateral, except as expressly disclosed to the Collateral Agent.

5. If an Event of Default shall be in existence under the Senior Note Agreement, then the Grantor shall be in default hereunder and the Collateral Agent shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code and any other applicable state or federal laws. The Collateral Agent shall give the Grantor reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Grantor shown herein at least 10 days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of the Collateral Agent, during the existence of any default by the Grantor, the Collateral Agent shall thereupon have the immediate right to transfer to itself, the Secured Parties or any one of them, or to sell, assign and transfer to any other person:

A. all right, title and interest in and to the Trademark Collateral, including without limitation the trademarks and service marks specified in the Schedule, together

with the goodwill of the Grantor's business symbolized and associated with such trademarks and service marks; and

B. ownership of the Grantor's entire inventory of labels and decals not then affixed to its products and ownership of the right to operate and control the business under the marks specified in the Schedule.

A formal irrevocable power of attorney is being executed and delivered by the Grantor to the Collateral Agent concurrently with the execution of this Agreement to enable such rights to be carried out. The Grantor agrees that, in the event the Collateral Agent exercises said power in accordance with its terms, after written notification of such exercise from the Collateral Agent to the Grantor, unless the Collateral Agent shall otherwise consent, the Grantor shall never thereafter, without the written authorization of the owner or owners of the trademarks and service marks specified in the Schedule, use any of the marks specified in the Schedule or any mark closely similar thereto, on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

6. The proceeds of any such sale, transfer or disposition of the Trademark Collateral by the Collateral Agent shall be applied to the Obligations in the order provided in the Senior Note Agreement.

7. The Grantor shall execute and deliver to the Collateral Agent any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Agreement, without any charge or expense to the Collateral Agent, the Secured Parties, the Issuer or the Arranger.

8. The Grantor shall defend at its own cost and expense any action, claims or proceeding affecting the Trademark Collateral or the interest of the Collateral Agent or the Secured Parties therein. The Grantor shall reimburse the Collateral Agent or the Secured Parties for all costs and expenses incurred by the Collateral Agent or the Secured Parties in defending any such action, claim or proceeding.

9. This Agreement shall be in addition to all other present and future instruments, documents and agreements between the Grantor and the Collateral Agent; it shall not be deemed to affect, modify or limit any of the same or any rights of the Collateral Agent thereunder, and all of the Collateral Agent's rights and remedies, hereunder, thereunder, at law or in equity are cumulative. It is further understood and agreed that, in the event of default, the Collateral Agent shall have no obligation to marshal any assets presently or hereafter pledged to the Collateral Agent or the Secured Parties by the Grantor, whether under this Agreement or otherwise.

10. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

11. The Grantor agrees that the validity, interpretation and enforcement of the

Agreement and all rights hereunder shall be governed by the internal laws of the State of New York and not its laws of conflicts of laws.

SERVICE NET SOLUTIONS, LLC

By: _____
Name: Kevin M. Callahan
Title: President and Chief Executive Officer

[Signature page to Trademark Security Agreement]

STATE OF Kentucky)
) SS
COUNTY of Jefferson)

On December __, 2004, before me, the undersigned, a notary public in and for said State, personally appeared Kevin M. Callahan, known to me to be the Chief Executive Officer of Service Net Solutions, LLC.

WITNESS my hand and official seal.

Notary Public

[Signature page to Trademark Security Agreement]

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Collateral Agent

By: Betty Green
Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE TO THE TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS

Trademark	Country/ State	Registration/ Application Number	Status	Owner
SERVICE NET YOUR REPAIR CONNECTION	U.S.A.	2,331,234	Registered	Service Net Solutions, LLC
SERVICE NET YOUR REPAIR CONNECTION AND DESIGN	U.S.A.	2,334,655	Registered	Service Net Solutions, LLC