

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Residential Services L.L.C.		09/29/2006	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	ORIX Finance Corp., as Agent
<b>Street Address:</b>	1717 Main Street, 11th Floor
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Serial Number:	75103181	ARS AMERICAN RESIDENTIAL SERVICES
Serial Number:	75261789	ARS
Serial Number:	75261790	ARS
Serial Number:	73701509	AXON
Serial Number:	78577250	
Serial Number:	73438218	DRAINRIGHT
Serial Number:	78201280	MASTER TECHS
Serial Number:	78076448	NOBODY HANDLES YOUR PLUMBING DISASTER FASTER!
Serial Number:	78397287	ON-TIME PLUMBERS
Serial Number:	78086052	OPERATION WARM-UP
Serial Number:	73185931	RESCUE ROOTER
Serial Number:	74329906	RESCUE ROOTER
Serial Number:	78707014	RESCUE ROOTER

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Serial Number:	78809094	RESCUE ROOTER
Serial Number:	73063883	RESCUE ROOTER
Serial Number:	74520803	SCOUR JET
Serial Number:	73438199	SCOUR-JET
Serial Number:	73631674	SERVICE EXPRESS
Serial Number:	78076444	WE CAN MASTER ANY PLUMBING DISASTER!
Serial Number:	75576270	YOUR TEAM BEHIND THE SCENE
Registration Number:	3082532	ARS SERVICE EXPRESS
Registration Number:	3089922	ARS SERVICE EXPRESS
Serial Number:	78250854	ARS SERVICE EXPRESS FRUSTRATION REPAIR
Serial Number:	78652760	ON-TIME GUYS
Serial Number:	78821793	ON-TIME GUYS
Serial Number:	78652753	ON-TIME PLUMBING GUYS
Serial Number:	78397370	ON-TIME REPAIR GUYS
Serial Number:	78655780	THE IRISH PLUMBER
Serial Number:	78652824	THE IRISH PLUMBER "SINCE 1945"

**CORRESPONDENCE DATA**

Fax Number: (415)393-2286  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4153932131  
Email: elizabeth.tu@bingham.com  
Correspondent Name: Elizabeth Tu  
Address Line 1: Three Embarcadero Center  
Address Line 2: BINGHAM McCUTCHEN LLP  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	0000321288
NAME OF SUBMITTER:	elizabeth tu
Signature:	/elizabethtu/
Date:	10/05/2006

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of September, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, a "Grantor"), and ORIX FINANCE CORP., in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among ARS Acquisition Holdings LLC, a Delaware limited liability company ("Holdings"), American Residential Services L.L.C., a Delaware limited liability company ("Company"), the lenders from time to time party thereto as "Lenders" ("Lenders"), Marathon Special Opportunity Fund, L.P., as Lead Arranger, and ORIX FINANCE CORP., as Administrative Agent and Collateral Agent, the Secured Parties are willing to make certain financial accommodations available to Company from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Company as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all Trademarks owned by such Grantor and set forth on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark set forth on Schedule I hereto; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark owned by such Grantor or (ii) injury to the goodwill associated with any Trademark.

TRADEMARK SECURITY AGREEMENT

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3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hercof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN RESIDENTIAL  
SERVICES L.L.C.

By: David M. Slott  
Name: David M. Slott  
Title: President

ACCEPTED AND ACKNOWLEDGED  
BY:

ORIX FINANCE CORP., as Agent

By: \_\_\_\_\_  
Name:  
Title:

TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AMERICAN RESIDENTIAL  
SERVICES L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED  
BY:**

**ORIX FINANCE CORP., as Agent**

By: \_\_\_\_\_  
Name:  
Title: Christopher L. Smith  
Authorized Representative

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SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT


Registered Trademarks

The following registered trademarks and trademark applications are owned by American Residential Services L.L.C.:


<u>Jurisdiction</u>	<u>Mark</u>	<u>Logo</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Renewal Due Date</u>
United States	American Residential Services ARS (stylized)		75/103,181	2,120,965	12/16/1997	12/16/2007
United States	ARS (stylized)		75/261,789	2,140,947	3/3/1998	3/3/2008
United States	ARS (word mark)	N/A	75/261,790	2,139,085	2/24/1998	2/24/2008
United States	Axon (word mark)	N/A	73/701,509	1,505,182	9/20/1988	9/20/2008
United States	Dandy & Pronto		78/577,250	3,057,836	2/7/2006	2/7/2012
United States	Drainright (word mark)	N/A	73/438,218	1,291,617	8/28/1984	8/28/2014
United States	Master Techs (word mark)	N/A	78/201,280	2,855,928	6/22/2004	6/22/2010
United States	Nobody Handles Your Plumbing Disaster Faster! (word mark)	N/A	78/076,448	2,547,458	3/12/2002	3/12/2007
United States	On-Time Plumbers (word mark)	N/A	78/397,287	3,125,045	8/01/2006	8/01/2012
United States	Operation Warm-Up (word mark)	N/A	78/086,052	2,631,924	10/8/2002	10/8/2007
United States	Rescue Rooter (word mark)	N/A	73/185,931	1,131,000	2/12/1980	2/12/2010
United States	Rescue Rooter (word mark)	N/A	74/329,906	1,787,059	8/10/1993	8/10/2013
United States	Rescue Rooter Design)		78707014	3,135,626	8/29/2006	8/29/2012
United States	Rescue Rooter (Horizontal Design)		78809094	3,135,942	8/29/2006	8/29/2012
United States	Rescue Rooter Musketeer		73/063,883	1,053,076	11/16/1976	11/16/2016

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<u>Jurisdiction</u>	<u>Mark</u>	<u>Logo</u>	<u>App. #</u>	<u>Reg. #</u>	<u>Reg. Date</u>	<u>Renewal Due Date</u>
United States	Scour Jet	N/A	74/520,803	1,891,374	4/25/1995	4/25/2015
United States	Scour-Jet (word mark)	N/A	73/438,199	1,291,886	8/28/1984	8/28/2014
United States	Service Express & 		73/631,674	1,498,946	8/2/1988	8/2/2008
United States	We Can Master Any Plumbing Disaster (word mark)	N/A	78/076,444	2,573,944	5/28/2002	5/28/2007
United States	Your Team Behind the Scene (word mark)	N/A	75/576,270	2,309,018	1/18/2000	1/18/2005*
United States	ARS Service Express (word mark)	N/A		3,082,532	4/18/2006	4/18/2012
United States	ARS Service Express (word mark)	N/A		3,089,922	5/19/2006	5/19/2012

#### Trademark Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Logo</u>	<u>App. #</u>	<u>App. Date</u>
United States	ARS Service Express Frustration Repair (word mark)	N/A	78/250,854	5/16/2003
United States	On-Time Guys (word mark)	N/A	78652760	6/17/2005
United States	On-Time Guys (word mark)	N/A	78821793	2/23/2006
United States	On-Time Plumbing Guys (word mark)	N/A	78652753	6/17/2005
United States	On-Time Repair Guys (word mark)	N/A	78/397,370	4/6/2004
United States	The Irish Plumber (word mark)	N/A	78655780	6/22/2005
United States	The Irish Plumber [Logo]		78652824	6/17/2005

\* Trademark no longer in use and maintenance filings will not be made.