

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Dwyer Group, Inc.		12/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2842535	@YOUR SERVICE
Registration Number:	3201177	DWYER FLYER
Registration Number:	3479881	LEADING THE SERVICE INDUSTRY
Registration Number:	3536951	LEADING THE SERVICE INDUSTRY
Registration Number:	3303115	MY HOME LIFE
Registration Number:	3602356	P.A.V.E.
Registration Number:	2121911	PROVIDING A WORLD OF SPECIALTY SERVICES
Registration Number:	2984499	THE DWYER GROUP
Serial Number:	77808790	THE DWYER GROUP
Registration Number:	3334595	THE GLOBAL LINE
Registration Number:	2348772	TOP GUN
Registration Number:	3105765	TOP GUN

CORRESPONDENCE DATA

900179897

TRADEMARK
 REEL: 004441 FRAME: 0860

CH \$315.00 2842535

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125586352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 West Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	6737-133
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	12/28/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the date set forth in the signature page below, is made by The Dwyer Group, Inc., a Delaware corporation (herein referred to as "Grantor") in favor of Madison Capital Funding LLC, as agent for the Lenders (as defined below) (the "Agent") for the Lenders party to the Credit Agreement (as defined below).

WHEREAS, the Grantor owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses (as defined in the Guarantee and Collateral Agreement referred to below);

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among the Borrowers (as defined in the Credit Agreement), Holdings (as defined in the Credit Agreement), the other persons party thereto as Loan Parties (as defined in the Credit Agreement), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and the Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, 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, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a Lien (as defined in the Credit Agreement) on the Collateral (as defined in the Credit Agreement), including the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the 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 the Secured Obligations, a Lien 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, subject to the rights of the licensors therein, 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 (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in 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 Agreement and to accomplish the purposes hereof, all subject to and in accordance with, the Credit Agreement and the Collateral Agreement.

The foregoing Lien is granted in conjunction with the Lien 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 Lien 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 the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

THE DWYER GROUP, INC.

By: _____


Name: Samuel L. Katz
Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004441 FRAME: 0864**

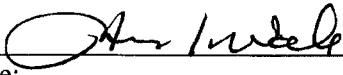
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22 day of December, 2010.

THE DWYER GROUP, INC

By: _____
Name:
Title:

ACKNOWLEDGED:




**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name:
Title: Hugh Wade
Chief Administrative Officer
Senior Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
@YOUR SERVICE	U.S. Federal	76496402 3/6/2003	2842535 5/18/2004	The Dwyer Group, Inc.
DWYER FLYER	U.S. Federal	78777122 12/20/2005	3201177 1/23/2007	The Dwyer Group, Inc.
LEADING THE SERVICE INDUSTRY	U.S. Federal	77350306 12/12/2007	3479881 8/5/2008	The Dwyer Group, Inc.
LEADING THE SERVICE INDUSTRY 	U.S. Federal	77452558 4/18/2008	3536951 11/25/2008	The Dwyer Group, Inc.
MY HOME LIFE	U.S. Federal	76611247 9/9/2004	3303115 10/2/2007	The Dwyer Group, Inc.
P.A.V.E.	U.S. Federal	77563298 9/5/2008	3602356 4/7/2009	The Dwyer Group, Inc.
PROVIDING A WORLD OF SPECIALTY SERVICES	U.S. Federal	75263638 3/25/1997	2121911 12/16/1997	The Dwyer Group, Inc.
THE DWYER GROUP	U.S. Federal	76518996 6/2/2003	2984499 8/16/2005	The Dwyer Group, Inc.
THE DWYER GROUP 	U.S. Federal	77808790 8/20/2009		The Dwyer Group, Inc.
THE GLOBAL LINE	U.S. Federal	78777116 12/20/2005	3334595 11/13/2007	The Dwyer Group, Inc.
TOP GUN	U.S. Federal	75764217 7/30/1999	2348772 5/9/2000	The Dwyer Group, Inc.
TOP GUN 	U.S. Federal	76641822 6/28/2005	3105765 6/20/2006	The Dwyer Group, Inc.