

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
Mr. Rooter Corporation		12/23/2010	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as agent		
Street Address:	30 S Wacker		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1076126	"QUICK-AS-A-WINK"	
Registration Number:	3017103	AMERICA'S TROUBLE SHOOTER	
Registration Number:	1302279	AMERICA'S TROUBLE SHOOTER	
Registration Number:	2069036	BIOCHOICEES	
Registration Number:	2907769		
Registration Number:	2683543		
Registration Number:	2174171		
Registration Number:	2589108	HYDROSCRUB	
Registration Number:	2688517	MR. ROOTER	
Registration Number:	0933403	MR. ROOTER	
Registration Number:	3733777	MR.ROOTER MR.ROOTER PLUMBING	
Registration Number:	3684983	MR. ROOTER PLUMBING	
Registration Number:	3722155	MR.ROOTER	
Registration Number:	1964249	MR. ROOTER	

CH \$540.00 1076126

Registration Number:	0982684	MR. ROOTER
Registration Number:	2677643	NO ORDINARY PLUMBER
Registration Number:	3162642	PIPELINE
Registration Number:	3365044	THE PLUMBER YOU DESERVE.
Registration Number:	3524169	THERE'S A REASON THEY CALL US MR.
Registration Number:	3841013	WATER-WISE
Serial Number:	85162318	WATER-WISE

CORRESPONDENCE DATA

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: 6
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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 Mr. Rooter Corporation, a Texas 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.

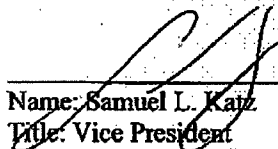
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as 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.

MR. ROOTER CORPORATION

By: 
Name: Samuel L. Katz
Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

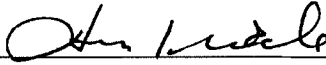
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 23 day of December, 2010.

MR. ROOTER CORPORATION

By: _____
Name:
Title:

ACKNOWLEDGED:







**MADISON CAPITAL FUNDING LLC, as
Agent**





By: 
Name: Hugh Wade
Title: 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
"QUICK-AS-A-WINK"	U.S. Federal	73116798 2/23/1977	1076126 10/25/1977	Mr. Rooter Corporation
AMERICA'S TROUBLE SHOOTER	U.S. Federal	76613466 9/27/2004	3017103 11/22/2005	Mr. Rooter Corporation
AMERICA'S TROUBLE SHOOTER 	U.S. Federal	73427606 5/25/1983	1302279 10/23/1984	Mr. Rooter Corporation
BIOCHOICEES	U.S. Federal	75066156 3/1/1996	2069036 6/10/1997	Mr. Rooter Corporation
DESIGN ONLY 	U.S. Federal	76523487 6/18/2003	2907769 12/7/2004	Mr. Rooter Corporation
DESIGN ONLY 	U.S. Federal	76407668 5/14/2002	2683543 2/4/2003	Mr. Rooter Corporation
DESIGN ONLY 	U.S. Federal	75039291 1/2/1996	2174171 7/21/1998	Mr. Rooter Corporation
HYDROSCRUB	U.S. Federal	75827317 10/19/1999	2589108 7/2/2002	Mr. Rooter Corporation
MR. ROOTER	U.S. Federal	76401856 4/30/2002	2688517 2/18/2003	Mr. Rooter Corporation
MR. ROOTER	U.S. Federal	72344582 11/25/1969	0933403 5/2/1972	Mr. Rooter Corporation
MR. ROOTER PLUMBING 	U.S. Federal	77736612 5/14/2009	3733777 1/5/2010	Mr. Rooter Corporation
MR. ROOTER PLUMBING 	U.S. Federal	77436593 4/1/2008	3684983 9/22/2009	Mr. Rooter Corporation
MR. ROOTER	U.S. Federal	77737742 5/15/2009	3722155 12/8/2009	Mr. Rooter Corporation

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
				
MR. ROOTER 	U.S. Federal	74674606 5/16/1995	1964249 3/26/1996	Mr. Rooter Corporation
MR. ROOTER 	U.S. Federal	72428147 6/23/1972	0982684 4/23/1974	Mr. Rooter Corporation
NO ORDINARY PLUMBER	U.S. Federal	76387078 3/22/2002	2677643 1/21/2003	Mr. Rooter Corporation
PIPELINE	U.S. Federal	78769972 12/9/2005	3162642 10/24/2006	Mr. Rooter Corporation
THE PLUMBER YOU DESERVE.	U.S. Federal	77164851 4/25/2007	3365044 1/8/2008	Mr. Rooter Corporation
THERE'S A REASON THEY CALL US MR.	U.S. Federal	77492985 6/6/2008	3524169 10/28/2008	Mr. Rooter Corporation
WATER-WISE	U.S. Federal	77922084 1/28/2010	3841013 8/31/2010	Mr. Rooter Corporation
WATER-WISE 	U.S. Federal	85162318 10/27/2010		Mr. Rooter Corporation