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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):

Rainbow International Carpet Dyeing and Cleaning Company

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 _____
 Other _____

If 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 & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

11/19/2003 6TON11 00000027 74152263

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02 FC:4522 150.00 DP

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]
Signature

11/4/03
Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:

Continuation Item 7

Schedule 1 to Trademark Security Agreement

A. Trademark Applications, Trademarks and Trademark Registrations:

1
2
3
4
5
6
7

MARK	JURISDICTION	CLASS	REGISTRATION NUMBER	ISSUE DATE	REGISTRATION NUMBER	ISSUE DATE
Rainbow International	United States	37, 40	74/152283	03/29/91	1672096	01/14/92
Rainbow International & Globe Design	United States	37, 40	73/296432	02/09/81	1481898	03/22/88
Rainbow International The Clean Experience Logo	United States	37, 40	75/060828	02/22/96	2054615	04/22/97
Rainbow International & Spiral Globe Design	United States	37, 40	76/415864	06/04/02	2768905	09/30/03
Rainbow International (Application)	United States	37, 40	76/415867	06/04/02	NA	NA
Truck Stripe Design	United States	37, 40	74/191650	08/05/91	1778100	06/22/93
Designer Dyeing and Design	United States	40	73/768352	12/09/88	1566411	11/14/89
Color Repair	United States (Copyright)	N/A	N/A	TXU	398918	12/26/89
Globe/R Center/Rainbows Around Globe	Arizona	50	unavailable	03/09/87	025242	04/20/87
Rainbow International Carpet Dyeing & Cleaning with Globe	California	103	unavailable	02/19/93	041911	05/03/93
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Georgia	02	unavailable	08/10/83	S14368	10/26/83

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Rainbow International Carpet Dyeing & Cleaning Company, 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.

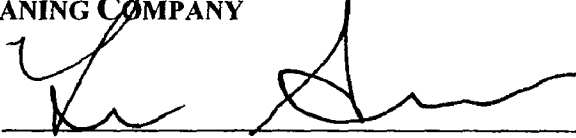
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

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 30th day of October, 2003.

**RAINBOW INTERNATIONAL CARPET DYEING &
CLEANING COMPANY**

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:

RAINBOW INTERNATIONAL CARPET DYEING & CLEANING COMPANY						
MARK	JURISDICTION	CLASS	SERIAL NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
Rainbow International	United States	37, 40	74/152283	03/29/91	1672096	01/14/92
Rainbow International & Globe Design	United States	37, 40	73/296432	02/09/81	1481898	03/22/88
Rainbow International The Clean Experience Logo	United States	37, 40	75/060828	02/22/96	2054615	04/22/97
Rainbow International & Spiral Globe Design	United States	37, 40	76/415864	06/04/02	2768905	09/30/03
Rainbow International (Application)	United States	37, 40	76/415867	06/04/02	NA	NA
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Designer Dyeing and Design	United States	40	73/768352	12/09/88	1566411	11/14/89
Color Repair	United States (Copyright)	N/A	N/A	TXU	398918	12/26/89
Globe/R Center/ Rainbows Around Globe	Arizona	50	unavailable	03/09/87	025242	04/20/87
Rainbow International Carpet Dyeing & Cleaning with Globe	California	103	unavailable	02/19/93	041911	05/03/93
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Georgia	02	unavailable	08/10/83	S14368	10/26/83

MARK	JURISDICTION	CLASS	STATUS	ISSUE DATE	REG. NO.	REG. DATE
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Georgia	50	unavailable	08/10/83	T4978	10/26/83
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Indiana	54	unavailable	06/10/83	5009-5641	10/28/83
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Louisiana	101	N/A	10/10/83	N/A	10/17/83
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Maryland	54	unavailable	10/08/83	1983-S1140	10/17/83
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Minnesota	03	unavailable	10/10/83	8818	10/17/83
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Minnesota	35	unavailable	10/10/83	8817	10/17/83
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Montana	03	13816	10/14/83	T013816	10/14/83
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Nebraska	02	4205	10/13/83	8341 page 1264	10/13/83

Rainbow International Carpet Dyeing & Cleaning Co. & Design	New York	52	unavailable	12/28/92	R-27152	01/04/93
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Tennessee	06	4423068	10/18/83	2700 1273	10/18/83
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Texas	35	38474	04/22/81	38474	04/22/81
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Texas	03	38476	04/22/81	38476	04/22/81
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Texas	40	38475	04/22/81	38475	04/22/81
Rainbow International Carpet Dyeing & Cleaning Co. & Design	Washington	35	12583	05/19/81	12583	05/19/81
Rainbow International	Argentina	37	1855082	09/04/92	1494692	12/30/93
Rainbow International	Argentina	42	1855083	09/04/92	1494693	12/30/93
Rainbow	Australia	37	461114	03/05/87	B461114	03/05/87
Rainbow	Australia	40	461113	03/05/87	B461113	03/05/87
Globe Device	Australia	37	463076	04/08/87	A463076	04/08/87
Globe Device	Australia	40	463075	04/08/87	A463075	04/08/87
Stripe Design	Australia	37	463488	04/15/87	B463488	04/15/87
Stripe Design	Australia	40	463480	04/15/87	B463480	04/15/87
Rainbow	Benelux	03, 07, 16	685409	07/16/86	420819	07/16/86
Rainbow International	Benelux	03, 07, 16	685410	07/16/86	421424	07/16/86

MARK	JURISDICTION	CLASS	REGISTRATION NUMBER	ISSUE DATE	REGISTRATION NUMBER	ISSUE DATE
Globe Device	Benelux	03, 07, 16	686063	08/14/86	422804	08/14/86
Stripe Design	Benelux	03, 07, 16	686064	08/14/86	422805	08/14/86
Rainbow & Design	Bahrain	unavailable	46538275039	06/28/02	unavailable	unavailable
Rainbow International & "R" Spiral Globe Device	Brazil	37	819841951	03/19/98	819841951	07/20/99
Rainbow	Canada	N/A	511730	11/02/83	336636	02/05/88
Globe and Rainbow Design	Canada	N/A	511732	11/02/83	315899	07/04/86
Arc-En-Ceil	Canada	N/A	511731	11/02/83	340983	05/27/88
Rainbow International	Canada	N/A	1095829	03/13/01	578215	03/26/03
Van Stripe Design	Canada	N/A	1095831	03/13/01	pending application (approved)	pending application (approved)
Rainbow International Carpet Care & Restoration Specialist & Design	Canada	N/A	1095830	03/13/01	587539	08/20/03
Rainbow	France	07, 37, 40	806305	07/17/86	1363828	07/17/86
Rainbow International	France	07, 37, 40	806306	07/17/86	1363829	07/17/86
Globe Device	France	07, 37, 40	810739	08/18/86	1368025	08/18/86
R rainbow L'Arc En Ciel International	France	37, 40	99800073	06/29/99	99800073	06/29/99
Stripe Design	France	07, 37, 40	810738	08/18/86	1368024	08/18/86
R Rainbow International Die Saubere Erfahrung Reinigen Sanieren Trocknen spiral	Germany	37, 40	398327610/37	06/09/98	39832761	06/09/98
Globe Device	Germany	07, 37, 40	R44564/7WZ	08/13/86	1107047	08/13/86

Rainbow International & Globe Design	Ireland	07	90/2164	04/18/90	139922	04/18/90
Rainbow International	Japan	09	129418/87	11/19/87	2173295	09/29/89
Rainbow International	Japan	37	66042/2000	06/14/00	4503442	08/31/01
R And New Globe Design	Japan	37	80852/2001	09/06/01	4607837	09/27/02
Globe Device	Japan	02	200153 7773	12/10/98	2293822	05/22/02
R and Globe Design	Japan	07	12997/88	11/13/02	2356842	11/29/91
Van Strip Device	Japan	37	66044/2000	06/14/00	4503443	08/31/01
R Spiral Rainbow Globe Device	Lesotho	37, 40	LS/M/2000/002 90	07/28/00	LS/M/2000/0 02	07/28/00
Rainbow International & Design	Mexico	37	578408	12/04/02	unavailable	unavailable
Rainbow International Carpet Dyeing & Cleaning & Design (Clean Experience)	Mexico	37	unavailable	03/20/00	unavailable	unavailable
Rainbow International & Design	Saudi Arabia	37	73204	09/18/01	unavailable	unavailable
Rainbow International Carpet Dyeing & Cleaning & Design	Singapore	37	S/900/90	02/03/90	900/90	02/03/90
Rainbow International Carpet Dyeing & Cleaning & Design	Singapore	37	S/2996/91	03/18/91	2996/91	03/18/91
Rainbow International Carpet Dyeing & Cleaning & Design (New)	Singapore	37, 40	unavailable	04/26/01	unavailable	unavailable

B. Trademark Licenses:

None.