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To the Honorable Commissioner of P

102605184

attached original documents or copy thereof.

Name of conveying party(ies):

11.14.03

Mr. Rooter Corporation

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).....\$ 290.00

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 00000029 72344582

DO NOT USE THIS SPACE

41 FC-4521 40.00 OP
02 FC-4522 250.00 MP

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

11/14/03
Date

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

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks

Schedule 1 to Trademark Security Agreement

A. Trademark Applications, Trademarks and Trademark Registrations:

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Trademark	Country	Class	Application No.	Application Date	Registration No.	Registration Date
Mr. Rooter	United States	37	72/344582	11/25/69	933403	05/02/72
Mr. Rooter (Stylized)	United States	37	74/674606	05/16/95	1964249	03/26/96
Mr. Winkie Design	United States	37	72/428147	06/23/72	982684	04/23/74
Mr. Winkie Design (New Description)	United States	37	76/407668	05/14/02	2683543	02/04/03
Quick-As-A-Wink	United States	37	73/116798	02/23/77	1076126	10/25/77
Van Stripe Design	United States	37	75/039291	01/02/96	2174171	07/21/98
America's Trouble Shooter (Supplemental Register)	United States	37	73/427606	05/25/83	1302279	10/23/84
Biochoices	United States	1,3	75/066156	03/01/96	2069036	06/10/97
No Ordinary Plumber	United States	37	76/387078	03/22/02	2677643	01/21/03
Hydro Scrub	United States	37	75/827317	10/19/99	2,589,108	07/02/02
Port-A-Jet	United States	17	73/593888	04/17/86	1444119	06/23/87
Mr. Rooter	Argentina	37	1935082	08/31/94	1561445	05/31/95
Mr. Winkie Design	Argentina	37	1935085	08/31/94	1561448	05/31/95
Quick-As-Awink	Argentina	37	1935083	08/31/94	1561446	05/31/95
Mr. Winkie Design	Australia	37	905042	03/01/02	905042	03/01/02
Drain Doctor	Benelux	37	828512	06/09/94	550044	06/09/94
Mr. Rooter	Brazil	37	820362620	11/05/97	unavailable	unavailable
Mr. Rooter And Design	Brazil	37	820362638	11/05/97	unavailable	unavailable
Mr. Winkie And Design	Brazil	37	820362646	11/05/97	unavailable	unavailable
Van Stripe Design	Brazil	34	820362662	11/05/97	unavailable	unavailable
Mr. Rooter (Stylized)	Canada	N/A	1093890	02/23/01	pending application (searched)	pending application (searched)
Mr. Rooter	Canada	N/A	398346	05/26/76	226637	03/17/78
Mr. Winkie design	Canada	N/A	722956	02/15/93	431122	07/29/94

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

WHEREAS, Mr. Rooter Corporation, 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.

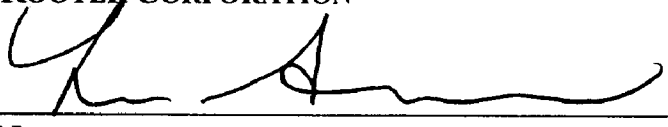
Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any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


MR. ROOTER CORPORATION

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:

MARK	COUNTRY	CLASS	REGISTRATION NUMBER	ISSUE DATE	REGISTRATION NUMBER	ISSUE DATE
Mr. Rooter	United States	37	72/344582	11/25/69	933403	05/02/72
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America's Trouble Shooter (Supplemental Register)	United States	37	73/427606	05/25/83	1302279	10/23/84
Biochoicees	United States	1,3	75/066156	03/01/96	2069036	06/10/97
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Port-A-Jet	United States	17	73/593888	04/17/86	1444119	06/23/87
Mr. Rooter	Argentina	37	1935082	08/31/94	1561445	05/31/95
Mr. Winkie Design	Argentina	37	1935085	08/31/94	1561448	05/31/95
Quick-As-Awink	Argentina	37	1935083	08/31/94	1561446	05/31/95
Mr. Winkie Design	Australia	37	905042	03/01/02	905042	03/01/02
Drain Doctor	Benelux	37	828512	06/09/94	550044	06/09/94
Mr. Rooter	Brazil	37	820362620	11/05/97	unavailable	unavailable
Mr. Rooter And Design	Brazil	37	820362638	11/05/97	unavailable	unavailable
Mr. Winkie And Design	Brazil	37	820362646	11/05/97	unavailable	unavailable
Van Stripe Design	Brazil	34	820362662	11/05/97	unavailable	unavailable
Mr. Rooter (Stylized)	Canada	N/A	1093890	02/23/01	pending application (searched)	pending application (searched)
Mr. Rooter	Canada	N/A	398346	05/26/76	226637	03/17/78
Mr. Winkie design	Canada	N/A	722956	02/15/93	431122	07/29/94

Quick-As-Awink	Canada	N/A	722957	02/15/93	431123	07/29/94
North America's Trouble Shooter	Canada	N/A	779579	04/04/95	493510	04/22/98
Van Stripe Design	Canada	N/A	1093889	02/23/01	578909	04/03/03
Mr. Rooter	Chile	37	278384	06/30/94	437788	01/18/95
Mr. Winkie	Chile	37	278782	07/05/94	444242	04/26/95
Quick-As-Awink	Chile	37	278781	07/05/94	449698	08/30/95
Mr. Rooter	Colombia	37	29121	07/05/94	172316	01/27/95
Mr. Winkie	Colombia	37	29124	07/05/94	212326	10/09/97
Quick-As-Awink	Colombia	37	29123	07/05/94	176103	01/27/95
Mr. Rooter	Dominican Republic	37	47093	11/11/99	109397	12/30/99
Mr. Rooter (Stylized)	Dominican Republic	37	47092	10/27/99	109399	12/30/99
Mr. Winkie	Dominican Republic	37	49973	10/27/99	110127	01/15/00
Mr. Rooter	Ecuador	37	48730	07/04/94	874/95	11/16/95
Mr. Winkie	Ecuador	37	48728	07/04/94	873/95	11/16/95
Quick-As-Awink	Ecuador	37	48729	07/04/94	785/95	09/18/95
Drain Doctor	European Community	11,37	1617026	04/18/02	1617026	04/18/00
Van Stripe Design	European Community	8, 11, 35, 37, 41	2455962	11/09/01	pending application	pending application
Mr. Rooter (Stylized)	European Community	8, 11, 35, 37, 41	2455921	11/09/01	pending application	pending application
Quick-As-Awink	European Community	8, 11, 35, 37, 41	2455970	11/09/01	2455970	05/23/03
Mr. Rooter / [Mr. Winkie] (Design)	European Community	8, 11, 35, 37, 41	2476653	11/26/01	2476653	07/03/03
Drain Doctor	France	37	94524536	06/14/94	9452536	06/14/94
Drain Doctor	Germany	37	R55 863/37 WZ	06/08/94	2090152	06/08/94
Mr. Rooter	Indonesia	37	H4.HC.01. 01.-16648	12/09/93	330209	12/10/93
Mr. Winkie Design	Indonesia	37	11/04/93	328224	11/05/93	unavailable
Drain Doctor	Ireland	37	93/5512	11/10/93	200093	07/01/96
Drain Doctor	Italy	37	M194C00 7584	08/05/94	00698279	08/05/94
Mr. Rooter	Japan	37	881/1995	01/09/95	4108180	01/30/98
Mr. Rooter	Mexico	37	209027	08/19/94	476115	08/19/94

Mr. Electric - *the record owner is Mr. Rooter Corporation	Germany	37	R56139/37 WZ	07/26/94	2095513	07/26/94
Mr. Electric - *the record owner is Mr. Rooter Corporation	France	37	94530374	07/26/94	94530374	07/26/94

B. Trademark Licenses:

None.