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11-20-2003

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

4

11 (excl. 4/04)



b settings

To the Honorable Commissioner of Patent

102605219

Enclosed are the attached original documents or copy thereof.

Name of conveying party(ies):

Synergistic International, Inc.

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

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 00000025 73103808

DO NOT USE THIS SPACE

01 FC-A521

40.00 DP

02 FC-A522

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

Laura Konrath
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:

TRADEMARK
REEL: 002866 FRAME: 0480

Continuation Item 4

Schedule 1 to Trademark Security Agreement

A. Trademark Applications, Trademarks and Trademark Registrations:

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MARK	COUNTRY	CLASS	REGISTRATION NUMBER	ISSUANCE DATE	REGISTRATION NUMBER	ISSUANCE DATE
Glass Doctor	United States	37	73/103808	10/20/76	1066929	05/31/77
Glass Doctor (Stylized)	United States	37	75/752581	07/16/99	2353731	05/30/00
Running Doctor	United States	37	75/752580	07/16/99	2336348	03/28/00
Glass Doctor X	United States	37	73/103810	10/20/76	1066930	05/31/77
Glass NOW Design	United States	37	76/049603	05/15/00	2589464	07/02/02
We Fix Your Panels	United States	37	73/103809	10/20/76	1075690	10/18/77
Reflections	United States	16	76/300013	08/14/01	2540506	02/19/02
Glass Doctor	Canada	N/A	1025205	08/10/99	Pending Application (Allowed)	Pending Application (Allowed)
Glass Doctor & Design	Canada	N/A	1025411	08/11/99	Pending Application (Allowed)	Pending Application (Allowed)
Man Design	Canada	N/A	1025412	08/11/99	Pending Application (Allowed)	Pending Application (Allowed)
We Fix Your Panels	Canada	N/A	1025204	08/10/99	544025	04/23/01
Glass Doctor	Euro Community	37	1915347	10/23/00	1915347	10/23/00
We Fix Your Panels	Euro Community	37	1935915	10/27/00	1935915	10/27/00
Man Design	Euro Community	37	1935808	10/27/00	1935808	03/15/02

B. Trademark Licenses:

None.

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

WHEREAS, Synergistic International, Inc., 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

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.

SYNERGISTIC INTERNATIONAL, INC.

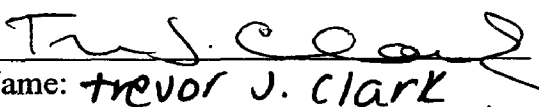
By: _____


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

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MARK	JURISDICTION	CLASS	SENIORITY APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
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