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To the Honorable Commissioner of P

102605222

enclosed are attached original documents or copy thereof.

Name of conveying party(ies):

11-14-03

Mr. Electric Corp.

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) Association

General Partnership Limited Partnership

X Corporation-State TX

Other _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

Assignment Merger

X Security Agreement Change of Name

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) & addresses attached? Yes No

Execution Date: October 30, 2003

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

6. Total number of applications and registrations included: _____

7. Total fee (37 CFR 3.41).....\$ 165.00

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)

City: Chicago State: IL ZIP: 60601

11/19/2003 6TON11 00000022 74424548

01 FC:8521
02 FC:8522

40.00 OP
125.00 OP

DO NOT USE THIS SPACE

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: 1

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

TRADEMARK

REEL: 002866 FRAME: 0492

Continuation

Schedule 1 to Trademark Security Agreement

Item 4

A. Trademark Applications, Trademarks and Trademark Registrations:

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MARK	COUNTRY	CLASS	REGISTRATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
Mr. Electric	United States	37	74/424548	08/16/93	1894696	05/16/95
Mr. Electric	United States	37	74/559496	08/11/94	1918360	09/12/95
Expert Electrical Service (Stylized)						
Van Stripe Device	United States	37	75/039290	01/02/96	2411628	12/12/00
Member Plus Plan	United States	37	76/190106	01/05/01	2723148	06/10/03
We've Got The Power To Make Things Better	United States	37	76/191735	01/09/01	2599198	07/23/02
Light Bulb Design	United States	37	76/407981	05/15/02	2758326	09/02/03
Mr. Electric	New Mexico	unavailable	unavailable	unavailable	TK 95092110	09/21/95
Mr. Electric	Argentina	37	1935084	08/31/94	1561447	05/31/95
Mr. Electric	Australia	37	703234	02/26/96	703234	02/26/96
Mr. Electric & Design	Australia	37	847305	08/22/00	847305	08/22/00
Mr. Electric	Benelux	37	831193	07/27/94	555719	07/27/94
Mr. Electric	Brazil	37	820387932	11/13/97	820387932	03/20/01
Mr. Electric & Design	Brazil	37	820387940	11/13/97	820387940	03/20/01
Van Stripe Design	Brazil	37	820387959	11/13/97	820387959	03/20/01
Mr. Electric	Canada	N/A	751673	04/06/94	475684	05/05/97
Mr. Electric & Device with Maple Leaf	Canada	N/A	846799	06/03/97	500002	09/03/93
Mr. Electric	Colombia	37	32149	07/22/94	169777	11/29/94
Mr. Electric	Ecuador	37	49496	08/08/94	337/96	10/16/96
Mr. Electric & Device	Ireland	37	94/4821	08/03/94	203466	07/01/96
Mr. Electric & Device	Italy	37	M2000 C006625	11/07/00	unavailable	unavailable
Mr. Electric	Japan	37	880/1995	01/19/95	4093792	12/19/97
Mr. Electric & Device	Malaysia	37	2001-11038	08/16/01	unavailable	unavailable
Mr. Electric	Mexico	37	199856	05/14/94	470663	05/24/94
Mr. Electric	New Zealand	37	259359	02/29/96	B259359	02/29/96

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Mr. Electric Corp., 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.

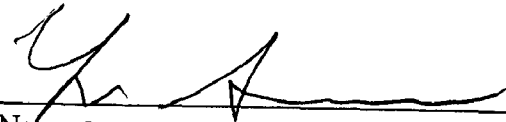
Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any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

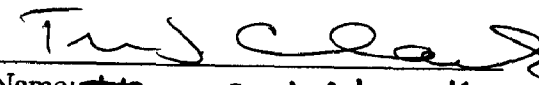
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30 day of October, 2003.

MR. ELECTRIC CORP.

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:

MR. ELECTRIC CORP.						
MARKS	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
Mr. Electric	United States	37	74/424548	08/16/93	1894696	05/16/95
Mr. Electric Expert Electrical Service (Stylized)	United States	37	74/559496	08/11/94	1918360	09/12/95
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We've Got The Power To Make Things Better	United States	37	76/191735	01/09/01	2599198	07/23/02
Light Bulb Design	United States	37	76/407981	05/15/02	2758326	09/02/03
Mr. Electric	New Mexico	unavailable	unavailable	unavailable	TK 95092110	09/21/95
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Mr. Electric	Benelux	37	831193	07/27/94	555719	07/27/94
Mr. Electric	Brazil	37	820387932	11/13/97	820387932	03/20/01
Mr. Electric & Design	Brazil	37	820387940	11/13/97	820387940	03/20/01
Van Stripe Design	Brazil	37	820387959	11/13/97	820387959	03/20/01
Mr. Electric	Canada	N/A	751673	04/06/94	475684	05/05/97
Mr. Electric & Device with Maple Leaf	Canada	N/A	846799	06/03/97	500002	09/03/93
Mr. Electric	Colombia	37	32149	07/22/94	169777	11/29/94
Mr. Electric	Ecuador	37	49496	08/08/94	337/96	10/16/96
Mr. Electric & Device	Ireland	37	94/4821	08/03/94	203466	07/01/96
Mr. Electric & Device	Italy	37	M2000 C006625	11/07/00	unavailable	unavailable
Mr. Electric	Japan	37	880/1995	01/19/95	4093792	12/19/97
Mr. Electric & Device	Malaysia	37	2001-11038	08/16/01	unavailable	unavailable
Mr. Electric	Mexico	37	199856	05/14/94	470663	05/24/94
Mr. Electric	New Zealand	37	259359	02/29/96	B259359	02/29/96

MR. ELECTRIC CORP.						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
Mr. Electric Expert Electrical Service & Device	New Zealand	37	621421	08/22/00	621421	08/22/00
Mr. Electric & Device	Portugal	37	357893	08/02/01	unavailable	unavailable
Mr. Electric	Saudi Arabia	37	34906	07/16/96	404/02	07/16/96
Mr. Electric & Device	Saudi Arabia	37	34907	07/16/96	417/21	07/16/96
Van Strip Device	Saudi Arabia	37	36439	11/17/96	415/04	11/17/96
Mr. Electric with Light bulb Device	Spain	37	1972067	06/20/95	1972067	06/20/96
Mr. Electric	Taiwan	37	92010372	03/03/03	unavailable	unavailable
Mr. Electric and Light bulb Design	Taiwan	37	91020373	03/03/03	unavailable	unavailable
Mr. Electric	United Kingdom	37	2013281	03/07/95	2013281	03/07/95
Mr. Electric Expert Electrical Service & Device	United Kingdom	37	1580287	08/01/94	B1580287	08/01/94
Mr. Electric	Uruguay	37	279117	06/30/95	279117	10/12/99

B. Trademark Licenses:

None.