

11-20-2003

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inal documents or copy thereof.

To the Honorable Commissioner of Patents and Tr.

Name of conveying party(ies): 11-14-03  
Aire Serv Heating & Air Conditioning, Inc.

2. Name and address of receiving party(ies)  
Name: Madison Capital Funding LLC, as agent

Individual(s)  Association  
General Partnership  Limited Partnership  
 Corporation-State TX  
Other \_\_\_\_\_

Internal Address: \_\_\_\_\_  
Street Address: 303 W. Madison  
City: Chicago State: IL ZIP: 60606

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

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

Nature of conveyance:  
 Assignment  Merger  
 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) & address(es) attached?  Yes  No

ecution 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

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00

Enclosed  
 Authorized to be charged to deposit account

Street Address: 35 West Wacker Drive

8. Deposit account number:  
N/A

City: Chicago State: IL ZIP: 60601

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

11/19/2003 6TON11 00000024 74254969

DO NOT USE THIS SPACE

01 FC-A521 40.00 DP  
02 FC-A522 275.00 DP

Statement and signature.

I, Laura Konrath, do hereby certify that 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

11/14/03  
Date

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

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

# Continuation Item 4

## Schedule 1 to Trademark Security Agreement

### A. Trademark Applications, Trademarks and Trademark Registrations:

| MARK                                 | JURISDICTION   | CLASS  | APPLICATION NUMBER | DATE OF FILING | REGISTRATION NUMBER | REGISTRATION DATE |
|--------------------------------------|----------------|--------|--------------------|----------------|---------------------|-------------------|
| Aire Serv                            | United States  | 11     | 74/254969          | 03/13/92       | 1890475             | 04/18/95          |
| Aire Serv                            | United States  | 37     | 74/801431          | 03/13/92       | 1818574             | 01/25/94          |
| Aire Serv                            | United States  | 11, 37 | 76/409673          | 05/17/02       | 2763655             | 09/16/03          |
| Aire Serv (Stylized)                 | United States  | 37     | 74/572281          | 09/12/94       | 1927783             | 10/17/95          |
| America's Comfort Company            | United States  | 37     | 74/603962          | 11/28/94       | 1931646             | 10/31/95          |
| Your Comfort Company (Stylized)      | United States  | 37     | 75/804238          | 09/21/99       | 2395615             | 10/17/00          |
| Your Comfort Company                 | United States  | 37     | 75/804237          | 09/21/99       | 2393392             | 10/10/00          |
| Sun Flake Design                     | United States  | 11, 37 | 76/409674          | 05/17/02       | 27636556            | 09/16/03          |
| Van Stripe Design                    | United States  | 37     | 75/039292          | 01/02/96       | 2248445             | 06/01/99          |
| Comfort Protection Plan              | United States  | 37     | 76/069678          | 06/13/00       | 2546285             | 03/12/02          |
| We Treat Your Home Like It's Our Own | United States  | 37     | 76069677           | 06/13/00       | 2729724             | 01/24/03          |
| We'll Put You In Your Comfort Zone   | United States  | 37     | 76/069676          | 06/13/00       | 2537342             | 02/05/02          |
| Aire Serv                            | California     | 37     | unavailable        | 05/06/96       | 46756               | 10/17/96          |
| Aire Serv (Stylized)                 | California     | 37     | unavailable        | 05/06/96       | 46755               | 10/17/96          |
| Aire-Serv                            | Canada         | N/A    | 720466             | 01/11/93       | 454102              | 02/16/96          |
| Your Comfort Company                 | Canada         | N/A    | 1024602            | 08/04/99       | 550778              | 09/14/01          |
| Your Comfort Company (Stylized)      | Canada         | N/A    | 1024725            | 08/04/99       | 551495              | 09/25/01          |
| Aire Serv                            | Japan          | 37     | 879/1995           | 12/28/94       | 4025240             | 07/11/97          |
| Aire Serv                            | Mexico         | 37     | 199855             | 05/24/94       | 470662              | 04/29/96          |
| Aire Serv                            | Saudi Arabia   | 37     | 34879              | 07/16/96       | 588/46              | 07/16/96          |
| Aire Serv & Device                   | Saudi Arabia   | 37     | 34880              | 07/16/96       | 407/63              | 07/16/96          |
| Van Stripe Device                    | Saudi Arabia   | 37     | 38438              | 11/17/96       | 417/27              | 11/17/96          |
| Aire Serv                            | United Kingdom | 37     | 2182583            | 11/20/98       | 2182583             | 11/20/98          |
| Aire Serv                            | United Kingdom | 37     | 2182580            | 11/20/98       | 2182580             | 11/20/98          |

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**TRADEMARK SECURITY AGREEMENT**

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

WHEREAS, Aire Serv Heating & Air Conditioning, 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

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<sup>th</sup> day of October, 2003.


**AIRE SERV HEATING & AIR CONDITIONING, 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**

**A. Trademark Applications, Trademarks and Trademark Registrations:**

| AIRE SERVICE HEATING & AIR CONDITIONING, INC. |                |        |                              |                |                     |                   |
|---|----------------|--------|------------------------------|----------------|---------------------|-------------------|
| MARK  | JURISDICTION   | CLASS  | SERIAL OR APPLICATION NUMBER | DATE OF FILING | REGISTRATION NUMBER | REGISTRATION DATE |
| Aire Serv                                     | United States  | 11     | 74/254969                    | 03/13/92       | 1890475             | 04/18/95          |
| Aire Serv                                     | United States  | 37     | 74/801431                    | 03/13/92       | 1818574             | 01/25/94          |
| Aire Serv                                     | United States  | 11, 37 | 76/409673                    | 05/17/02       | 2763655             | 09/16/03          |
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| America's Comfort Company                     | United States  | 37     | 74/603962                    | 11/28/94       | 1931646             | 10/31/95          |
| Your Comfort Company (Stylized)               | United States  | 37     | 75/804238                    | 09/21/99       | 2395615             | 10/17/00          |
| Your Comfort Company                          | United States  | 37     | 75/804237                    | 09/21/99       | 2393392             | 10/10/00          |
| Sun Flake Design                              | United States  | 11, 37 | 76/409674                    | 05/17/02       | 27636556            | 09/16/03          |
| Van Stripe Design                             | United States  | 37     | 75/039292                    | 01/02/96       | 2248445             | 06/01/99          |
| Comfort Protection Plan                       | United States  | 37     | 76/069678                    | 06/13/00       | 2546285             | 03/12/02          |
| We Treat Your Home Like It's Our Own          | United States  | 37     | 76069677                     | 06/13/00       | 2729724             | 01/24/03          |
| We'll Put You In Your Comfort Zone            | United States  | 37     | 76/069676                    | 06/13/00       | 2537342             | 02/05/02          |
| Aire Serv                                     | California     | 37     | unavailable                  | 05/06/96       | 46756               | 10/17/96          |
| Aire Serv (Stylized)                          | California     | 37     | unavailable                  | 05/06/96       | 46755               | 10/17/96          |
| Aire-Serv                                     | Canada         | N/A    | 720466                       | 01/11/93       | 454102              | 02/16/96          |
| Your Comfort Company                          | Canada         | N/A    | 1024602                      | 08/04/99       | 550778              | 09/14/01          |
| Your Comfort Company (Stylized)               | Canada         | N/A    | 1024725                      | 08/04/99       | 551495              | 09/25/01          |
| Aire Serv                                     | Japan          | 37     | 879/1995                     | 12/28/94       | 4025240             | 07/11/97          |
| Aire Serv                                     | Mexico         | 37     | 199855                       | 05/24/94       | 470662              | 04/29/96          |
| Aire Serv                                     | Saudi Arabia   | 37     | 34879                        | 07/16/96       | 588/46              | 07/16/96          |
| Aire Serv & Device                            | Saudi Arabia   | 37     | 34880                        | 07/16/96       | 407/63              | 07/16/96          |
| Van Stripe Device                             | Saudi Arabia   | 37     | 38438                        | 11/17/96       | 417/27              | 11/17/96          |
| Aire Serv                                     | United Kingdom | 37     | 2182583                      | 11/20/98       | 2182583             | 11/20/98          |
| Aire Serv                                     | United Kingdom | 37     | 2182580                      | 11/20/98       | 2182580             | 11/20/98          |

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**AIRE SERV HEATING & AIR CONDITIONING, INC.**

| MARK  | JURISDICTION       | CLASS      | SERIAL OR APPLICATION NUMBER | DATE OF FILING | REGISTRATION NUMBER | REGISTRATION DATE |
|---|--------------------|------------|------------------------------|----------------|---------------------|-------------------|
| Heating & Air Conditioning (Stylized)                           |                    |            |                              |                |                     |                   |
| Aire Serv Heating & Air Conditioning & Refrigeration (Stylized) | United Kingdom     | 37         | 2202805                      | 07/12/99       | 2202805             | 07/12/99          |
| Aire Serv   | European Community | 37         | 995522                       | 11/20/98       | 995522              | 11/20/98          |
| Aire Serv Heating & Air Conditioning (Stylized)                 | European Community | 09, 11, 37 | 994590                       | 11/20/98       | 994590              | 11/20/98          |
| Van Stripe Device   | European Community | 09, 11, 37 | 1173566                      | 05/11/99       | 1173566             | 07/03/00          |

**B. Trademark Licenses:**

None.