

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY 6737-35

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Aire Serv Heating & Air Conditioning, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Texas Corp.  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Madison Capital Funding LLC,  
Internal \_\_\_\_\_ as agent  
Address: \_\_\_\_\_  
Street Address: 30 S. Wacker Drive  
City: Chicago  
State: IL  
Country: USA Zip: 60606

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance /Execution Date(s) :**  
Execution Date(s) November 29, 2006

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: Laura Konrath  
Internal Address: Winston & Strawn LLP  
Street Address: 35 W. Wacker Dr.  
City: Chicago  
State: IL Zip: 60601  
Phone Number: 312-558-6352  
Fax Number: 312-558-5700  
Email Address: lkonrath@winston.com

**6. Total number of applications and registrations involved:** 2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 65

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 232428  
Authorized User Name Laura Konrath

**9. Signature:** Laura Konrath Signature      1/29/07 Date

Name of Person Signing \_\_\_\_\_  
Total number of pages including cover sheet, attachments, and document:  

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK

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Continuation Item 4

AIRE SERV HEATING & AIR CONDITIONING, INC.						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
ASATS	United States	11	76/618582	10/29/04	3169220	11/07/2006
Airestream	United States	16	78/769967	12/09/05	Pending	Pending
Aire Serv	<del>Mexico</del>	<del>9</del>	<del>674426</del>	<del>08/30/04</del>	<del>851024</del>	<del>08/30/04</del>
Aire Serv	<del>Mexico</del>	<del>37</del>	<del>674428</del>	<del>08/30/04</del>	<del>851026</del>	<del>09/17/04</del>
Aire Serv	<del>Mexico</del>	<del>11</del>	<del>674427</del>	<del>08/30/04</del>	<del>851025</del>	<del>08/30/04</del>

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TRADEMARK

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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, The Dwyer Group LLC, Dwyer Franchising LLC, Glass Operating LLC, Harmon Glass Company LLC, the other persons party thereto as loan parties, the financial institutions referred to therein (the "**Lenders**") and Madison Capital Funding LLC, as Agent (the "**Agent**"), are parties to an Amended and Restated Credit Agreement dated as of November 29, 2006 (as the same may be amended and in effect from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement dated as of November 29, 2006 (as said Agreement may be further 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

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**TRADEMARK**

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(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.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

**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:  
Title:

Signature Page to Trademark Security Agreement

**TRADEMARK**

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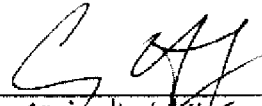
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

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

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By:  \_\_\_\_\_  
Name: Craig H. Lacey  
Title: Managing Director

Signature Page to Trademark Security Agreement

**TRADEMARK**

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**Schedule 1 to  
Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS/APPLICATIONS**

See Attached.

**TRADEMARK LICENSES**

None.

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**TRADEMARK**

**REEL: 003472 FRAME: 0606**

AIRE SERV HEATING & AIR CONDITIONING, INC.						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
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Aire Serv	Mexico	37	674428	08/30/04	851026	09/17/04
Aire Serv	Mexico	11	674427	08/30/04	851025	08/30/04

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RECORDED: 01/31/2007

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