

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

9

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):

Synergistic International LLC

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

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

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 29, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Madison Capital Funding LLC, as agent

Internal

Address: \_\_\_\_\_

Street Address: 30 S. Wacker

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)

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:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240

- 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:

[Signature]  
Signature  
Laura Konrath  
Name of Person Signing

1/29/07  
Date

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

CH \$240.00 232428 78746521

TRADEMARK

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Continuation Item 4

SYNERGISTIC INTERNATIONAL LLC						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
Glass Doctor	United States	37	103808	10/20/76	1066929	05/31/77
Glass Doctor (Stylized)	United States	37	75/752581	07/16/99	2353731	05/30/00
Design (Glass Doctor)	United States	37	75/752580	07/16/99	2336348	03/28/00
Glass Doctor (and design)	United States	37	103810	10/20/76	1066930	05/31/77
Glass NOW	United States	37	76/049603	05/15/00	2589464	07/02/02
We Fix Your Panes	United States	37	103809	10/20/76	1075690	10/18/77
Reflections	United States	16	76/300013	08/14/01	2540506	02/19/02
Glass Doctor University	United States	41	76/644060	08/02/05	3115870	7/18/05
Happy Windows	United States	16	78/746521	11/03/05	Unavailable	Unavailable
Glass Doctor	Canada	N/A	1025205	08/10/99	633359	02/22/05
Glass Doctor & Design	Canada	N/A	1025411	08/11/99	633458	02/22/05
Man Design	Canada	N/A	1025412	08/11/99	633457	02/22/05
We Fix Your Panes	Canada	N/A	1025204	08/10/99	544025	04/23/01
Glass Doctor	Euro Community	37	1915347	10/23/00	1915347	01/23/02
Glass Doctor We Fix Your Panes and design (colour)	Euro Community	37	1935915	10/27/00	1935915	08/14/02
Glass Doctor coloured device	Euro Community	37	1935808	10/27/00	1935808	03/15/02

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**TRADEMARK SECURITY AGREEMENT**

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

WHEREAS, Synergistic International LLC, a Texas limited liability company (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.

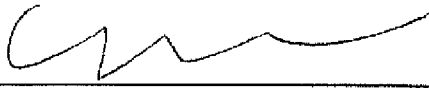
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

**SYNERGISTIC INTERNATIONAL LLC**

By: 

Name: Loren J. Schlachet  
Title: Vice President and Assistant Secretary

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC, as Agent**

By: \_\_\_\_\_

Name:  
Title:

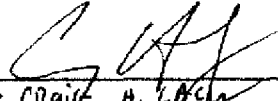
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

**SYNERGISTIC INTERNATIONAL LLC**

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

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By:  \_\_\_\_\_  
Name: *Craig H. Lacy*  
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**

1. Trademark License Agreement, dated as of January 2, 2004, by and between Apogee Enterprises, Inc. and Synergistic International LLC (f/k/a Synergistic International, Inc.) licensing the service marks "Harmon Glass" and "Harmon."

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**TRADEMARK**

SYNERGISTIC INTERNATIONAL LLC						
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We Fix Your Panes	United States	37	103809	10/20/76	1075690	10/18/77
Reflections	United States	16	76/300013	08/14/01	2540506	02/19/02
Glass Doctor University	United States	41	76/644060	08/02/05	3115870	7/18/05
Happy Windows	United States	16	78/746521	11/03/05	Unavailable	Unavailable
Glass Doctor	Canada	N/A	1025205	08/10/99	633359	02/22/05
Glass Doctor & Design	Canada	N/A	1025411	08/11/99	633458	02/22/05
Man Design	Canada	N/A	1025412	08/11/99	633457	02/22/05
We Fix Your Panes	Canada	N/A	1025204	08/10/99	544025	04/23/01
Glass Doctor	Euro Community	37	1915347	10/23/00	1915347	01/23/02
Glass Doctor We Fix Your Panes and design (colour)	Euro Community	37	1935915	10/27/00	1935915	08/14/02
Glass Doctor coloured device	Euro Community	37	1935808	10/27/00	1935808	03/15/02

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RECORDED: 01/31/2007

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