

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

10

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):

Rainbow International Carpet Dyeing & Cleaning Company

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Texas
- Other _____

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 Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Madison Capital Funding LLC,
Internal as agent

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: L.konrath@winston.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

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

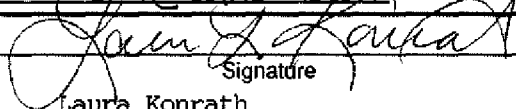
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:



Signature

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

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Continuation Item 4

RAINBOW INTERNATIONAL CARPET DYEING & CLEANING COMPANY						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGIS- TRATION NUMBER	REGIS- TRATION DATE
Storm Surge	United States	16	78/769964	12/09/05	3165228	10/31/2006
Rainbow International Restoration & Cleaning	United States	37	76/644057	08/02/05	Pending	Pending
Van Stripe Design	United States	37, 40	76/595994	06/07/04	Pending	Pending
Rainbow International	United States	37, 40, 42	76/415867	06/04/02	2850175	06/08/04
Rainbow International Carpet Dyeing Cleaning Company R	Nevada	2, 3	N/A	N/A	495036 (Filing Book: 18 page 748)	10/18/83
Rainbow International Carpet Dyeing & Cleaning Company	Nevada	1	N/A	N/A	498968	10/18/83
Rainbow International Carpet Dyeing & Cleaning Co.	North Dakota	50	N/A	N/A	4881200	03/20/1987
Stripe Design	Australia	40	Unavailable	04/15/87	463480	04/15/94
Rainbow International	Bahrain	37	42336	09/11/04	Pending	Pending
Rainbow International	Bahrain	40	42337	09/11/04	Pending	Pending
R and Design	Bahrain	40	42339	09/11/04	Pending	Pending
R and Design	Bahrain	37	42338	09/11/04	Pending	Pending
Globe & Swirl Design	Canada	N/A	1198628	12/01/03	622339	10/12/04
L'Emailleur & Design	Canada	N/A	0718489	12/09/92	432734	09/02/94
Worldwide Refinishing Systems & Design	Canada	N/A	0634507	06/21/89	400977	08/07/92
Van Stripe Design	Canada	N/A	1228488	08/27/04	Unavailable	Unavailable
Rainbow International (and design)	Germany	09, 37, 40	R473409Wz	10/31/98	1153009	01/24/90
Rainbow International	Qatar	40	35718	05/15/05	Pending	Pending
Rainbow International	Qatar	37	35717	05/15/05	Pending	Pending

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TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Rainbow International Carpet Dyeing & Cleaning Company, 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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(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.

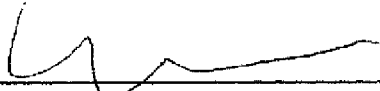
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

RAINBOW INTERNATIONAL CARPET DYEING & CLEANING COMPANY

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

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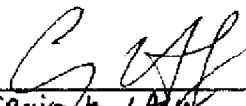
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

RAINBOW INTERNATIONAL CARPET DYEING & CLEANING COMPANY

By: _____
Name:
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

By:  _____
Name: *Craig H. Lacey*
Title: *Managing Director*

Signature Page to Trademark Security Agreement

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**Schedule 1 to
Trademark Security Agreement**

TRADEMARKS AND TRADEMARK REGISTRATIONS/APPLICATIONS

See Attached.

TRADEMARK LICENSES

None.

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RAINBOW INTERNATIONAL CARPET DYEING & CLEANING COMPANY						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGIS- TRATION NUMBER	REGIS- TRATION DATE
Storm Surge	United States	16	78/769964	12/09/05	3165228	10/31/2006
Rainbow International Restoration & Cleaning	United States	37	76/644057	08/02/05	Pending	Pending
Van Stripe Design	United States	37, 40	76/595994	06/07/04	Pending	Pending
Rainbow International	United States	37, 40, 42	76/415867	06/04/02	2850175	06/08/04
Rainbow International Carpet Dyeing Cleaning Company R	Nevada	2, 3	N/A	N/A	495036 (Filing Book: 18 page 748)	10/18/83
Rainbow International Carpet Dyeing & Cleaning Company	Nevada	1	N/A	N/A	498968	10/18/83
Rainbow International Carpet Dyeing & Cleaning Co.	North Dakota	50	N/A	N/A	4881200	03/20/1987
Stripe Design	Australia	40	Unavailable	04/15/87	463480	04/15/94
Rainbow International	Bahrain	37	42336	09/11/04	Pending	Pending
Rainbow International	Bahrain	40	42337	09/11/04	Pending	Pending
R and Design	Bahrain	40	42339	09/11/04	Pending	Pending
R and Design	Bahrain	37	42338	09/11/04	Pending	Pending
Globe & Swirl Design	Canada	N/A	1198628	12/01/03	622339	10/12/04
L'Emailleur & Design	Canada	N/A	0718489	12/09/92	432734	09/02/94
Worldwide Refinishing Systems & Design	Canada	N/A	0634507	06/21/89	400977	08/07/92
Van Stripe Design	Canada	N/A	1228488	08/27/04	Unavailable	Unavailable
Rainbow International (and design)	Germany	09, 37, 40	R473409Wz	10/31/98	1153009	01/24/90
Rainbow International	Qatar	40	35718	05/15/05	Pending	Pending
Rainbow International	Qatar	37	35717	05/15/05	Pending	Pending

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RAINBOW INTERNATIONAL CARPET DYEING & CLEANING COMPANY						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGIS- TRATION NUMBER	REGIS- TRATION DATE
Rainbow International (R and globe design)	Saudi Arabia	37	73203	09/18/01	64895	10/05/02
Rainbow International (and design)	Singapore	7	T9000/900G	02/03/90	T9000/900G	02/03/97