

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

11

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):

Mr. Rooter Corporation

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

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: _____

Address: _____

Street Address: 305 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:

Laura Konrath
Signature

1/29/07
Date

Laura Konrath
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

CH \$115.00 232428 2688517

TRADEMARK

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Continuation Item 4

MR. ROOTER CORPORATION						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
Mr. Rooter	United States	37	76/401856	04/29/02	2688517	01/21/03
Mr. Winkie and Van Stripe Design	United States	37	76/523487	06/18/03	2907769	12/07/04
America's Trouble Shooter	United States	37	76/613466	09/27/04	3017103	11/22/05
Pipeline	United States	16	78/769972	12/09/05	3162642	10/24/06
Mr. Rooter	Argentina	37	2594135	06/24/05	Pending	Pending
Mr. Winkie Design	Argentina	37	2594137	06/24/05	Pending	Pending
Quick-As-A-Wink	Argentina	37	2594136	06/24/05	Pending	Pending
Mr. Rooter	Chile	37	675130	06/30/94	723018	04/14/05
Mr. Winkie Design	Chile	37	684439	07/05/94	728195	06/23/05
Quick-As-A-Wink	Chile	37	278781	07/05/94	733101	09/08/05
Mr. Winkie Design	Indonesia	37	1400893	11/04/93	IDM 000007906	11/05/93
Mr. Rooter	Paraguay	37	9418973	09/16/94	273250	11/10/04
Mr. Rooter	Portugal	37	376790	11/19/03	376790	11/18/04
Mr. Rooter device Drain Doctor "Quick as a Wink" words	United Kingdom	37	2372577	09/10/04	2372577	03/04/05
Mr. Electric *the record owner is Mr. Rooter Corporation	Benelux	37	831193	07/27/94	555719	07/27/94
Mr. Rooter Stylized	European Community	8, 11, 35, 37, 41	2455921	11/09/01	2455921	02/21/05

CLI-1465552v2

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11

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Mr. Rooter Corporation, 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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REEL: 003472 FRAME: 0643

(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.


CHI:1810370.3

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.

MR. ROOTER CORPORATION

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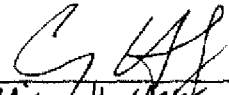
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of November, 2006.

MR. ROOTER CORPORATION

By: _____
Name:
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: CRAIG H. CLEGG
Title: Managing Director

**Schedule 1 to
Trademark Security Agreement**

TRADEMARKS AND TRADEMARK REGISTRATIONS/APPLICATIONS

See Attached.

TRADEMARK LICENSES

None.

CHI:1810370.3

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REEL: 003472 FRAME: 0647

MR. ROOTER CORPORATION						
MARK	JURISDICTION	CLASS	SERIAL OR APPLICATION NUMBER	DATE OF FILING	REGISTRATION NUMBER	REGISTRATION DATE
Mr. Rooter	United States	37	76/401856	04/29/02	2688517	01/21/03
Mr. Winkie and Van Stripe Design	United States	37	76/523487	06/18/03	2907769	12/07/04
America's Trouble Shooter	United States	37	76/613466	09/27/04	3017103	11/22/05
4 Pipeline	United States	16	78/769972	12/09/05	3162642	10/24/06
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Mr. Winkie Design	Argentina	37	2594137	06/24/05	Pending	Pending
Quick-As-A-Wink	Argentina	37	2594136	06/24/05	Pending	Pending
Mr. Rooter	Chile	37	675130	06/30/94	723018	04/14/05
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Mr. Winkie Design	Indonesia	37	1400893	11/04/93	IDM 000007906	11/05/93
Mr. Rooter	Paraguay	37	9418973	09/16/94	273250	11/10/04
Mr. Rooter	Portugal	37	376790	11/19/03	376790	11/18/04
Mr. Rooter device Drain Doctor "Quick as a Wink" words	United Kingdom	37	2372577	09/10/04	2372577	03/04/05
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Mr. Rooter Stylized	European Community	8, 11, 35, 37, 41	2455921	11/09/01	2455921	02/21/05

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1700 K STREET, N.W.
WASHINGTON, D.C. 20006-3817

(312) 558-6352

January 26, 2007

VIA TELECOPIER

U.S. Patent & Trademark Office
Assignment Division
Box Assignments
1213 Jefferson Davis Hwy.
Suite 320
Washington, DC 20231

Re: Client #6737-35/Madison Capital/Mr. Rooter

Dear Commissioner:

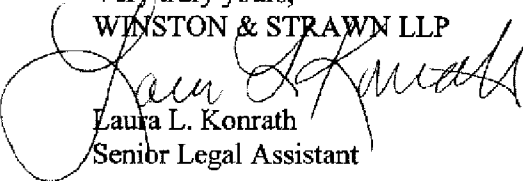
Enclosed is a Trademark Security Agreement. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

Please deduct \$115 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to
lkonrath@winston.com

Should you require any additional information, please do not hesitate to call.
Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN LLP


Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

TRADEMARK

REEL: 003472 FRAME: 0649

WINSTON & STRAWN LLP

Facsimile

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312-558-5600

200 PARK AVENUE NEW YORK, NY 10166-4103 212-294-8700
1400 L STREET, N.W. WASHINGTON, DC 20005-3502 202-371-5700
30TH FLOOR, 333 SOUTH GRAND AVE LOS ANGELES, CA 90071-1543 213-615-1700
101 CALIFORNIA STREET, SAN FRANCISCO CA 94111-3804 415-561-1000
43 RUE DU RHONE 1204 GENÈVE, SWITZERLAND 41-22-317-7676
21 AVENUE VICTOR HUGO 75115 PARIS, FRANCE 33-1-53-64-52-52
BUCKLEBURY HOUSE 3 QUEEN VICTORIA STREET LONDON, ENGLAND EC4N 0NH 44-20-7420-0000

Fax Number: 312-558-5700

FROM: Laura Konrath
312-558-6352

CHARGEBACK:

11028

DATE: January 29, 2007

6737/35

Please Deliver as Soon as Possible To:

	RECIPIENT	COMPANY	FAX NO.	PHONE NO.
1.	MAIL STOP ASSIGNMENT RECORDATION SERVICE	USPTO	(571) 273-0140	

Total number of pages including this page:

10 pages

COMMENTS

CONFIRMATION OF RECEIPT REQUESTED

Enclosed: -Facsimile Cover Sheet
-Cover Letter
-Recordation Cover Sheet
-Schedule of U.S. Trademarks
Trademark Security Agreement

**IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL AS SOON AS POSSIBLE. THANK YOU.
312-558-6352**

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Confirmation: Yes _____ Name: _____ No: _____

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