

12-18-2000



101554062

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly 1894882

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

12/19/2000 6TON11 00000040 500926 1894882

01 FC:481 40.00 CH
02 FC:482 25.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002196 FRAME: 0808

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1894882"/>	<input type="text" value="1894881"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christopher J. Verstrate

Name of Person Signing

Signature

11/1/00

Date Signed

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated October 31, 2000, is entered into by and between **ADS SECURITY**, a Pennsylvania limited partnership, f/k/a **ELECTRONIC SECURITY SERVICES COMPANY, L.P.**, **SECURITY SERVICES OF MURFREESBORO, INC.**, a Tennessee corporation (collectively, the "Pledgor") and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, both in its capacity as a Bank and as Agent for the Banks under the terms and conditions of the Credit Agreement referred to below (the "Secured Party").

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Pledgor, the Banks party thereto as lenders, and Secured Party as Agent (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), Secured Party and the Banks have agreed to provide certain loans to the Borrowers under the terms and conditions of the Credit Agreement and, in consideration therefore, Pledgor has agreed, among other things, to grant to the Secured Party, for the benefit of the Banks, a security interest in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.
2. To secure the payment and performance of all Obligations and other liabilities of Pledgor and Borrowers now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), Pledgor hereby grants, assigns and conveys a security interest to Secured Party in the entire right, title and interest of Pledgor in and to all trade names, patent applications, patents, trademark applications, trademarks and copyrights whether now owned or hereafter acquired by Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").
3. Pledgor covenants and warrants that:
 - (a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - (b) to the best of Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto and except for Permitted Liens, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, Agreements, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to Pledgor or, to the knowledge of Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in connection with the Patents, Trademarks and Copyrights; and

(g) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (other than dealer programs) concerning the Patents, Trademarks and Copyrights (for example, a license agreement), without Secured Party's prior written consent which shall not be unreasonably withheld.

5. If, before the Secured Obligations shall have been satisfied in full, Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Secured Party prompt notice thereof in writing. Pledgor and Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Chicago, Illinois, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Pledgor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgor. Notice

of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as Pledgor shall have paid in full all of the Secured Obligations and the Commitments shall have terminated, this Agreement shall terminate and Secured Party shall execute and deliver to Pledgor all deeds, Agreements and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Pledgor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been indefeasibly paid in full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Secured Party, which shall not be unreasonably withheld.

11. Pledgor shall have the right, with the consent of Secured Party, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by Secured Party as a result of such suit or joinder by Pledgor.

12. No course of dealing between Pledgor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5 above.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Illinois without regard to its conflicts of law principles.

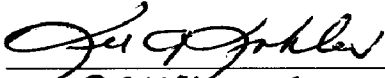
[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE - PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]


IN WITNESS WHEREOF, the parties hereto have caused this Patent, Trademark and Copyright Security Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

ADS SECURITY, a Pennsylvania limited partnership, f/k/a Electronic Security Services Company, L.P.


By: **Mahler Security Services, Inc.,** general partner

By: 
Title: PRESIDENT
Name: MEL A. MAHLER

SECURITY SERVICES OF MURFREESBORO, INC., a Tennessee corporation

By: 
Title: PRESIDENT
Name: MEL A. MAHLER

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Title: Officer
Name: Jessica Richardson

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Trademarks and Service Marks:

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>
“ADS”	1,894,882	May 23, 1995
“ADS (and Design)”	1,894,881	May 23, 1995

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



PTO-150
(Rev. 8-89)

In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-third day of May 1995.

Bence Lehman

Commissioner of Patents and Trademarks

TRADEMARK
REEL: 002196 FRAME: 0816

Int. Cls.: 9, 37 and 42

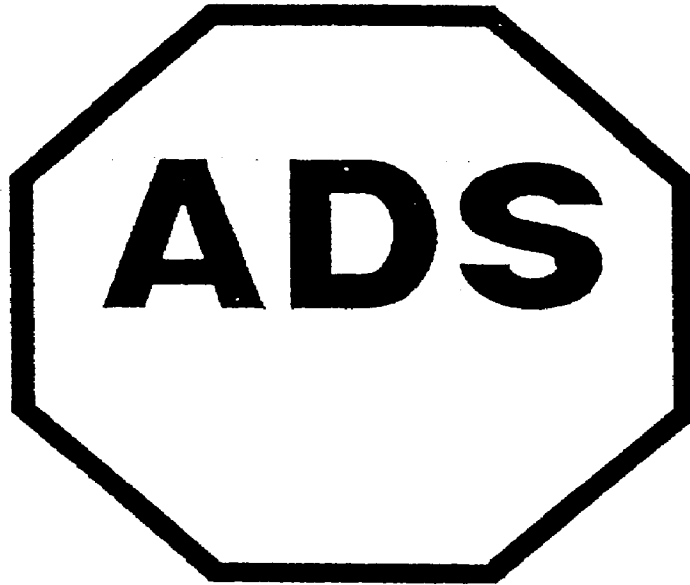
Prior U.S. Cls.: 21, 26, 100 and 103

United States Patent and Trademark Office

Reg. No. 1,894,881

Registered May 23, 1995

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER



ELECTRONIC SECURITY SERVICES COMPAN-
NY L.P. (PENNSYLVANIA LIMITED PART-
NERSHIP)

700 INVERNESS AVENUE, SUITE 101
NASHVILLE, TN 37204

FOR: SECURITY ALARM SYSTEMS COM-
PRISED OF BURGLAR, FIRE, MEDICAL
EMERGENCY AND OWNER-ACTIVATED
ALARMS, SPRINKLER MONITORS, CLOSED-
CIRCUIT TELEVISIONS AND ACCESS CON-
TROLLERS. IN CLASS 9 (U.S. CLS. 21 AND 26).

FIRST USE 4-1-1982; IN COMMERCE
12-31-1983.

FOR: INSTALLATION AND MAINTENANCE
OF SECURITY ALARM SYSTEMS, IN CLASS 37
(U.S. CL. 103).

FIRST USE 4-1-1982; IN COMMERCE
12-31-1983.

FOR: DESIGN AND MONITORING OF SECU-
RITY ALARM SYSTEMS AND CONSULTING
RENDERED IN CONJUNCTION THERE-
WITH, IN CLASS 42 (U.S. CL. 100).

FIRST USE 4-1-1982; IN COMMERCE
12-31-1983.

SER. NO. 74-467,645, FILED 12-9-1993.

IRA J. GOODSAY, EXAMINING ATTORNEY

The United States of America



CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.



In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-third day of May 1995.

Bruce Lehman

Commissioner of Patents and Trademarks

Int. Cls.: 9, 37 and 42

Prior U.S. Cls.: 21, 26, 100 and 103

United States Patent and Trademark Office

Reg. No. 1,894,882

Registered May 23, 1995

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER

ADS

ELECTRONIC SECURITY SERVICES COMPAN-
NY L.P. (PENNSYLVANIA LIMITED PART-
NERSHIP)
700 INVERNESS AVENUE, SUITE 101
NASHVILLE, TN 37204

FOR: SECURITY ALARM SYSTEMS COM-
PRISED OF BURGLAR, FIRE, MEDICAL
EMERGENCY AND OWNER-ACTIVATED
ALARMS, SPRINKLER MONITORS, CLOSED-
CIRCUIT TELEVISIONS AND ACCESS CON-
TROLLERS, IN CLASS 9 (U.S. CLS. 21 AND 26).

FIRST USE 4-1-1982; IN COMMERCE
12-31-1983.

FOR: INSTALLATION AND MAINTENANCE
OF SECURITY ALARM SYSTEMS, IN CLASS 37
(U.S. CL. 103).

FIRST USE 4-1-1982; IN COMMERCE
12-31-1983.

FOR: DESIGN AND MONITORING OF SECU-
RITY ALARM SYSTEMS AND CONSULTING
RENDERED IN CONJUNCTION THEREWITH,
IN CLASS 42 (U.S. CL. 100).

FIRST USE 4-1-1982; IN COMMERCE
12-31-1983.

SER. NO. 74-467,646. FILED 12-9-1993.

IRA J. GOODSID, EXAMINING ATTORNEY

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

None.