



b settings == > v

To the Honorable Commissioner of Patent

102181905

Attached original documents or copy thereof.

Name of conveying party(ies):

Guardian International, Inc.

*MRD*  
*8-5-02*

Individual(s)

Association

General Partnership

Limited Partnership

X Corporation-State FL

Other

Additional name(s) of conveying party(ies) attached?  Yes  No

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: June 28, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: Suite 23

Street Address: 401 Merritt Seven

City: Norwalk State: CT ZIP: 06856

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Del

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignments)

Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

08/07/2002 TBIAZ1 00000219 2524563

DO NOT USE THIS SPACE

01 FC-481 40.00 DP  
02 FC-482 30.00 DP

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.

Laura Konrath

Name of Person Signing

Signature

7/25/02

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

Continuation  
Item 4

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

	<u>Name of Mark</u>	<u>Mark Reg. No.</u>	<u>Date</u>
FED. /	Prepare and Protect	2524563	1/1/2002
STATE	Precision Security Systems	T20019	1/3/2000
STATE	G	T98637	6/1/1998
STATE	Security Guardian International G	T98478	4/29/1998

(1)

TRADEMARK APPLICATIONS

	<u>Name of Mark</u>	<u>Trademark Application Serial No.</u>
FED. J	Security Guardsman Security G	75741909
FED. J	Security by Guardian International	75597830

(2)

(3)

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2002, by GUARDIAN INTERNATIONAL, INC., a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Revolving Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Revolving Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GUARDIAN INTERNATIONAL, INC.**

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

Title President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent**

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

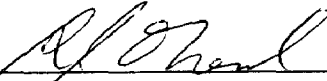
**GUARDIAN INTERNATIONAL, INC.**

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

Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By: 

Title: Authorized Signatory

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Florida )

COUNTY OF Broward )

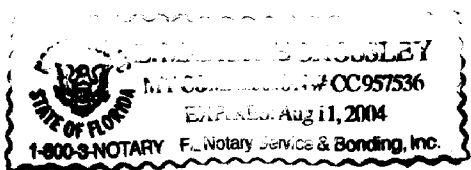
ss.

On this 27 day of June, 2002 before me personally appeared Harold Ginsburg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Guardian International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



{seal}



SCHEDULE I  
to  
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FED. J	Security by Guardian International	75597830	

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<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		