



08-09-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 8.2.02
 3SI Security Systems, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: General Electric Capital Corporation, as Agent
 Internal Address: _____
 Address: _____

Street Address: 800 Connecticut Ave., 2 North
 City: Norwalk State: CT Zip: 06854

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 26, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/671828,
76/294816, 76/294694

B. Trademark Registration No.(s) 1800549,
2453818, 2480516, 1266973, 1271262

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Marianne F. Taras
 Internal Address: Paul, Hastings, Janofsky & Walker LLP
 Street Address: 1055 Washington Boulevard
 City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Marianne F. Taras
 Name of Person Signing Marianne F. Taras Signature 8/2/02 Date

Total number of pages including cover sheet, attachments, and document: 24

08/08/2002 JJALLAH2 00000028 75671828
01 FC:481 40.00 OP
02 FC:482 175.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002558 FRAME: 0116



US INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS US INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "IP Security Agreement"), dated as of July 26, 2002, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among 3SI Security Systems Holding Company, Inc., a Delaware corporation ("Holdings"), 3SI Security Systems, Inc., a Delaware corporation ("US Borrower"), and 3SISecurity Systems Ltd., a company organized under the laws of England and Wales ("European Borrower") (US Borrower and European Borrower are sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"); the other Credit Parties signatory thereto; GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation (in its individual capacity, "GE Capital"), for itself, as Lender, and as Agent for Lenders, and the other Lenders signatory thereto from time to time, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrowers;

WHEREAS, each of the Grantors (other than Holdings) is a direct or indirect Domestic Subsidiary of Holdings;

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral (as hereinafter defined) to Agent, for the benefit of Agent and Lenders, to secure all of the Obligations;

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. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein (including the recitals hereto) have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Credit Parties now or hereafter existing from time to time (herein, the "Secured Obligations"), each Grantor hereby assigns and pledges and grants to Agent, for the benefit of Agent and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

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

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

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

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

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

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

The foregoing grant of a security interest by any Grantor shall not include any Licenses if and to the extent that (i) the terms of any such License prohibit assignment or encumbrance thereof, unless a consent or waiver to such assignment or encumbrance is obtained, and (ii) the term prohibiting such assignment or encumbrance is effective as a matter of law; provided that the foregoing exclusions shall not apply with respect to any such rights or interests once any such applicable provision is no longer in effect, and provided further that such Grantor shall use its best commercially reasonable efforts to obtain any and all consents and/or waivers necessary for the granting of a security interest in each such License to Agent.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This IP Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office together with payment of the appropriate filing fees, perfected security interests in favor of Agent in all of Grantors' United States Patents, United States Trademarks and United States Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this IP Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, together with payment of the appropriate filing fees, all

action necessary or otherwise requested by Agent to protect and perfect Agent's Lien on Grantor's United States Patents, United States Trademarks and United States Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agent and Lenders, that from and after the date of this IP Security Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court), other than determinations or developments made during the application process, but including any applications refused on the merits either to allow a patent application or to register a Trademark or Copyright application regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) To the extent there have been new applications by any Grantor, once every three months (beginning with the three month anniversary of the date of this Agreement), Grantor shall deliver to Agent a notice of all applications made during such three month period for the registration of any Patent, Trademark or Copyright filed, either directly or through any agent, employee, licensee or designee, with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency within the three-month period since the date of the previous notice (or, in the case of the first such notice, since the date of this Agreement.) Upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's, on behalf of Agent and Lenders, Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions reasonably necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party in a manner actionable under applicable law, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly take all appropriate actions, including, if warranted, bringing suit to stop such infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent

shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the US Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the US Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This IP Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this IP Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall include Holdings, the US Borrower and any other Domestic Subsidiaries of Holdings as of the date hereof. From time to time subsequent to the date hereof, additional US Credit Parties may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this IP Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Credit Party to become an Additional Grantor hereunder. This IP Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this IP Security Agreement shall terminate upon the Termination Date. Upon termination of this Agreement, at the Grantors' sole cost and expense, Agent shall execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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

**3SI SECURITY SYSTEMS HOLDING
COMPANY, INC.**

By: Peter B. Van Raalte

Name: PETER B. VAN RAALE

Title: PRESIDENT

3SI SECURITY SYSTEMS, INC.

By: Peter B. Van Raalte

Name: PETER B. VAN RAALE

Title: PRESIDENT

**3SI EUROPEAN SECURITY SYSTEMS,
INC.**

By: Peter B. Van Raalte

Name: PETER B. VAN RAALE

Title: PRESIDENT

3SI EUROPEAN HOLDINGS, INC.

By: Peter B. Van Raalte

Name: PETER B. VAN RAALE

Title: PRESIDENT

3SI FRENCH HOLDING COMPANY,
INC.

By: 

Name: PETER B. VAN RAALTE

Title: PRESIDENT

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC
CAPITAL CORPORATION, as
Agent**

By: 
Its: Duly Authorized Signatory

I I I II

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss. NEW YORK

On this 25 day of July, 2002 before me personally appeared Peter Van Rauthe, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 3SI SECURITY SYSTEMS HOLDING COMPANY, 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}

JANE A. DWYER
Notary Public, State of New York
No. 31-4889935
Qualified in New York County
Commission Expires April 20, 2003

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss. NEW YORK

On this 28 day of July, 2002 before me personally appeared Peter Vin Rao He, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 3SI SECURITY SYSTEMS, 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 Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jane A Dwyer
Notary Public

{seal}

JANE A. DWYER
Notary Public, State of New York
No. 31-4889935
Qualified in New York County
Commission Expires April 20, 2003

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss. NEW YORK

On this 25 day of July, 2002 before me personally appeared Peter Van Raalte, proved to me on the basis of satisfactory evidence to be the Person who executed the foregoing instrument on behalf of 3SI EUROPEAN SECURITY SYSTEMS, 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.

Jane A. Dwyer
Notary Public

{seal}

JANE A. DWYER
Notary Public, State of New York
No. 31-4889935
Qualified in New York County
Commission Expires April 20, 2003

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss. New York

On this 25 day of July, 2002 before me personally appeared Peter Van Raalte, proved to me on the basis of satisfactory evidence to be the Person who executed the foregoing instrument on behalf of 3SI EUROPEAN HOLDINGS, 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.

Jane A. Dwyer
Notary Public

{seal}

JANE A. DWYER
Notary Public, State of New York
No. 31-4889935
Qualified in New York County
Commission Expires April 20, 2003

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss. New York

On this 25 day of July, 2002 before me personally appeared Peter Van Rauthe, proved to me on the basis of satisfactory evidence to be the Person who executed the foregoing instrument on behalf of 3SI FRENCH HOLDING COMPANY, 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.

Jane A. Dwyer
Notary Public

{seal}

JANE A. DWYER
Notary Public, State of New York
No. 31-4889935
Qualified in New York County
Commission Expires April 20, 2003

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SCHEDULE I
to
IP SECURITY AGREEMENT

As of the Closing Date, US Borrower owns or has rights to use the Intellectual Property listed below.

See attached.

Patents

Country	Application Number	Application Date	Patent Number	Grant Date	Expiry
Australia	7152201	27-Jun-01			
Austria	90311800.8	29-Oct-90	E0133283	17-Jan-96	29-Oct-10
Austria	93304954.6	24-Jun-93	0580297	24-Nov-99	24-Jun-13
Belgium	90311800.8	29-Oct-90	0437925	17-Jan-96	29-Oct-10
Belgium	93304954.6	24-Jun-93	0580297	24-Nov-99	24-Jun-13
Brazil	P101069012	27-Jun-01			
Canada	2029757-3	13-Nov-90	2029757	05-Oct-99	13-Nov-10
Canada	487634	26-Apr-85	1228405	20-Oct-87	20-Oct-04
Canada	2169116	07-Feb-96			
Canada	AWAITED	27-Jun-01			
China	01801838.6	27-Jun-01			
European	99923031.1	13-May-99			
European	01950544.5	27-Jun-01			
Finland	960583	08-Feb-96			
France	90311800.8	29-Oct-90	0437925	17-Jan-96	29-Oct-10
France	93304954.6	24-Jun-93	0580297	24-Nov-99	24-Jun-13
Germany	90311800.8	29-Oct-90	69024934.9	17-Jan-96	29-Oct-10
Germany	93304954.6	24-Jun-93	0580297	24-Nov-99	24-Jun-13
Italy	93304954.6	24-Jun-93	0580297	24-Nov-99	24-Jun-13
Japan	15279/96	31-Jan-96			
Japan	2002505589	27-Jun-01			
Mexico	2002/002218	27-Jun-01			
Netherlands	90311800.8	29-Oct-90	0437925	17-Jan-96	29-Oct-10
Norway	932384	29-Jun-93	308058	10-Jul-00	29-Jun-13
South Africa	90/8749	31-Oct-90	90/8749	27-Nov-91	31-Oct-10
South Africa	95/8148	27-Sep-95	95/8148	31-Jul-96	27-Sep-15
South Africa	96/0893	08-Feb-96	96/0893	28-May-97	08-Feb-16
Spain	90311800.8	29-Oct-90	0437925	17-Jan-96	29-Oct-10
Sweden	93304954.6	24-Jun-93	0580297	24-Nov-99	24-Jun-13
Taiwan	85100770	23-Jan-96	NI-100612	21-Jan-99	23-Jan-16
United Kingdom	90311800.8	29-Oct-90	0437925	17-Jan-96	29-Oct-10
United Kingdom	93304954.6	24-Jun-93	0580297	24-Nov-99	24-Jun-13
USA	07/466060	16-Jan-90	4975680	04-Dec-90	16-Jan-10
USA	07/918572	22-Jul-92	5410295	25-Apr-95	22-Jul-12
USA	07/521665	10-May-90	5059949	22-Oct-91	10-May-10
USA	07/650276	14-Sep-84	4603326	29-Jul-86	14-Sep-04
USA	07/673007	19-Nov-84	4635207	06-Jan-87	19-Nov-04
USA	07/673006	19-Nov-84	4639716	27-Jan-87	19-Nov-04
USA	08/314419	28-Sep-94	5448223	05-Sep-95	28-Sep-14
USA	08/385337	08-Feb-95	5515032	07-May-96	08-Feb-15
USA	08/541786	10-Oct-95	5734325	31-Mar-98	10-Oct-15
USA	09/700220	13-May-99			
USA	09/605071	28-Jun-00			
USA	60/313032	17-Aug-01			inactive
USA	60/333692	27Nov 01			inactive
USA / 2	60/365208	08-Mar-02			

Country	Application Number	Application Date	Patent Number	Grant Date	Expiry
USA / 2	60/365209	19-Mar-02			

Country	Application Number	Application Date	Patent Number	Grant Date	Expiry
Austria	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Belgium	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Canada	2122861	04-May-94			
Denmark	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
France	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Germany	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Greece	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Ireland	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Italy	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Japan	93264/94	02-May-94			
Luxembourg	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Monaco	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Netherlands	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Portugal	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Spain	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Sweden	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
Switzerland	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
United Kingdom	94302941.3	25-Apr-94	0623902	16-Jun-99	25-Apr-14
USA	08/771362	16-Dec-96	5732638	31-Mar-98	03-May-14
USA	08/237282	03-May-94	5449400	12-Sep-95	03-May-14

Country	Application Number	Application Date	Patent Number	Grant Date	Expiry
Austria	89305714.1	07-Jun-89	347091	15-Feb-95	07-Jun-09
Belgium	89305714.1	07-Jun-89	347091	15-Feb-95	07-Jun-09
European	97932668.3	18-Jul-97	0914538	07-Jun-00	18-Jul-17
France	89305714.1	07-Jun-89	347091	15-Feb-95	07-Jun-09
France	97932668.3	18-Jul-97	0914538	07-Jun-00	18-Jul-17
Germany	89305714.1	07-Jun-89	347091	15-Feb-95	07-Jun-09
Germany	97932668.3	18-Jul-97	0914538	07-Jun-00	18-Jul-17
Greece	89305714.1	07-Jun-89	347091	15-Feb-95	07-Jun-09
Italy	89305714.1	07-Jun-89	347091	15-Feb-95	07-Jun-09
Italy	97932668.3	18-Jul-97	0914538	07-Jun-00	18-Jul-17
Japan	506387/98	18-Jul-97			
Switzerland	89305714.1	07-Jun-89	347091	15-Feb-95	07-Jun-09
United Kingdom	89305714.1	07-Jun-89	347091	15-Feb-95	07-Jun-09
United Kingdom	97932668.3	18-Jul-97	0914538	07-Jun-00	18-Jul-17
USA	09/230101	18-Jul-97			
USA / 2	09/230101	12-Oct-99			

J I L II
SCHEDULE II
to
IP SECURITY AGREEMENT

As of the Closing Date, US Borrower owns or has rights to use the Intellectual Property listed below.

See attached.

Trademarks

TMID	Country	Trademark	International Classes	National Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Status	Sub Status
09856V-AU	Australia	FLEXPAC	9, 37		735354	26-May-97	A.735354	26-May-97	26-May-07	Registered	
09856V-CN	China	FLEXPAC	9		970067626	2-Jul-97	1224946	21-Nov-98	20-Nov-08	Registered	
09856V-CN-A	China	FLEXPAC	37		970067611	2-Jul-97	1219933	28-Oct-98	27-Oct-08	Registered	
09856V-ID	Indonesia	FLEXPAC	9		D97-22368	13-Oct-97	423320	15-Feb-99	13-Oct-07	Registered	
09856V-ID-A	Indonesia	FLEXPAC	37		J97-22367	13-Oct-97	423335	13-Oct-97	13-Apr-07	Registered	
09856V-KR-A	Korea (South)	FLEXPAC	37		97-8463		48407	23-Oct-98	23-Oct-08	Registered	
09856V-KR-B	Korea (South)	FLEXPAC		105	97-8458		48404	23-Oct-98	23-Oct-08	Registered	
09856V-NZ	New Zealand	FLEXPAC	9		277287	27-May-98	277287	27-May-97	27-May-04	Registered	
09856V-NZ-A	New Zealand	FLEXPAC	37		277288	27-May-97	277288	27-May-98	27-May-04	Registered	
09856V-SP	Singapore	FLEXPAC	9		T97/098901	13-Aug-97				Pending	Objections raised - based on prior mark FLEX - arguments submitted awaiting developments.
09856V-SP-A	Singapore	FLEXPAC	37		T97/09891	13-Aug-97				Pending	Objections raised re spec of goods - awaiting acceptance of amendments
09856V-TW	Taiwan	FLEXPAC	9		86025992	26-May-97	81517	1-Sep-98	31-Aug-08	Registered	
09856V-TW-A	Taiwan	FLEXPAC	37		86025981	26-May-97	101000	16-Jun-98	15-Jun-08	Registered	
09856V-US	United States of America	FLEXPAC	9		74/347403	11-Jan-93	1800549	26-Oct-93	26-Oct-03	Registered	
14169-US	United States of America	OCTOPUS	9		75/671827	31-Mar-99	2453818	22-May-01	22-May-11	Registered	Registration certificate awaited
14168-US	United States of America	OCTOPUS & DEVICE	9		75/671828	31-Mar-99				Pending	Declaration of use due
14170-US	United States of America	SCORPION	9		75/671829	31-Mar-99	2480516	21-Aug-01	21-Aug-11	Registered	Registration certificate awaited
11822-AU	Australia	SECURI-DAB	9, 37		735356	26-May-97	A.735356	26-May-97	26-May-07	Registered	
11822-CN	China	SECURI-DAB	9		970067627	2-Jul-97	1224939	21-Nov-98	20-Nov-08	Registered	
11822-CN-A	China	SECURI-DAB	37		970067612	2-Jul-97	1647751	7-Oct-01	6-Oct-11	Registered	
11822-ID	Indonesia	SECURI-DAB	9		D97-22361	13-Oct-97	423327	15-Feb-99	13-Apr-07	Registered	
11822-ID-A	Indonesia	SECURI-DAB	37		J97-22362	13-Oct-97	423330	15-Feb-99	13-Apr-07	Registered	
11822-JP	Japan	SECURI-DAB	9, 37		09-125056	6-Jun-97	4372652	31-Mar-00	31-Mar-10	Registered	
11822-KR-A	Korea (South)	SECURI-DAB		112 37	97-8462		48406	23-Oct-98	23-Oct-08	Registered	
11822-KR-B	Korea (South)	SECURI-DAB		105	97-8457		48403	23-Oct-98	23-Oct-08	Registered	

TMID	Country	Trademark	International Classes	National Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Status	Sub Status
11822-MY-A	Malaysia	SECURI-DAB	37		97/20987	12-Jan-97	97/20987	12-Jan-97	12-Jan-04	Registered	Do Not Renew
11822-NZ	New Zealand	SECURI-DAB	9		277289	27-May-97	277289	27-May-97	27-May-04	Registered	
11822-NZ-A	New Zealand	SECURI-DAB	37		277290	27-May-97	277290	27-May-97	27-May-04	Registered	
11822-SP	Singapore	SECURI-DAB	9		988697	13-Aug-97	T97/09886B	13-Aug-97	13-Aug-07	Registered	
11822-SP-A	Singapore	SECURI-DAB	37		T97/09887J	13-Aug-97				Pending	Accepted awaiting Registration Certificate
11822-SP-B	Singapore	SECURI-DAB	42		T99/11460A	13-Oct-99	T99/11460A	13-Oct-99	13-Oct-09	Registered	
11822-TW	Taiwan	SECURI-DAB	9		86025994	26-May-97	903119	1-Sep-00	31-Aug-08	Registered	Not to be renewed
11822-TW-A	Taiwan	SECURI-DAB	37		86025984	26-May-97	106885	1-Feb-99	15-Jun-08	Registered	Not to be renewed
05850-OE	Austria	SECURI-PAC	9		3233/82	3-Nov-82	102160	18-Mar-83	31-Mar-03	Registered	
05850-BX	Benelux	SECURI-PAC	9		653769	8-Nov-82	385473	8-Nov-82	8-Nov-02	Registered	
05850-FR	France	SECURI-PAC	9		644542	5-Nov-82	1217806	5-Nov-82	5-Nov-02	Registered	
05850-DT	Germany	SECURI-PAC	9		J17908/9	9-Nov-82	1076995	13-May-85	30-Nov-02	Registered	
05850-EI	Ireland	SECURI-PAC	9		111295	9-Mar-84	B111295	9-Mar-84	9-Mar-05	Registered	
05850-IL	Israel	SECURI-PAC	9		58336	15-Mar-84	58336	15-Mar-84	15-Mar-05	Registered	
05850-IT	Italy	SECURI-PAC	9		35491C/82	15-Nov-82	413764	10-Mar-86	15-Nov-02	Registered	Not to be renewed
05850-NO	Norway	SECURI-PAC	9		123204	27-Feb-84	123204	28-Nov-85	28-Nov-05	Registered	
05850-ZA	South Africa	SECURI-PAC	9		83/1108	23-Feb-83	83/1108	23-Feb-83	23-Feb-03	Registered	
05850-CH	Switzerland	SECURI-PAC	9		6278	4-Nov-82	321988	4-Nov-82	4-Nov-02	Registered	
	United Kingdom	SECURI-PAC	9		B1197730	15-Jun-83	B1197730	15-Jun-83	15-Jun-04	Registered	
11823-AU	Australia	SECURI-SAFE	9, 37		735357	26-May-97	735357	26-May-97	26-May-07	Registered	
11823-IN	India	SECURI-SAFE	9		761633	30-May-97				Pending	Objections received based on prior cited marks - arguments submitted awaiting developments.
11823-ID	Indonesia	SECURI-SAFE	9		D97-22360	13-Oct-97	423329	15-Feb-99	13-Apr-07	Registered	
11823-ID-A	Indonesia	SECURI-SAFE	37		J97-22359	13-Oct-97	426249	30-Mar-99	13-Apr-07	Registered	
11823-JP	Japan	SECURI-SAFE	9, 37		09-125054	6-Jun-97	4372651	31-Mar-00	31-Mar-10	Registered	
11823-KR	Korea (South)	SECURI-SAFE	9	105	97-8459	18-Jun-97	50477	8-Dec-98	8-Dec-08	Registered	
11823-KR-B	Korea (South)	SECURI-SAFE		112	1997-8464		50479	8-Dec-98	8-Dec-08	Registered	
11823-NZ	New Zealand	SECURI-SAFE	9		277291	27-May-97	277291	27-May-97	27-May-04	Registered	
11823-NZ-A	New Zealand	SECURI-SAFE	37		277292	27-May-97	277292	27-May-97	27-May-04	Registered	
11823-SP-B	Singapore	SECURI-SAFE	42		T99/13076C	16-Nov-99	T99/13076C	16-Nov-99	16-Nov-09	Registered	

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TMID	Country	Trademark	International Classes	National Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Status	Sub Status
11823-SP	Singapore	SECURI-SAFE	9		T97/09983H	13-Aug-97	T97/09883H	13-Aug-97	13-Aug-07	Registered	
11823-SP-A	Singapore	SECURI-SAFE	37		T97/09885C	13-Aug-97	T97/09885D	13-Aug-97	13-Aug-07	Registered	
11823-TW	Taiwan	SECURI-SAFE	9		86025995	26-May-97	903120	1-Sep-00	31-Aug-08	Registered	
11823-TW-A	Taiwan	SECURI-SAFE	37		86025983	26-May-97	101018	16-Jun-98	15-Jun-08	Registered	
11824-AU	Australia	SECURI-TRANS	9, 37		735355	26-May-97	A.735355	26-May-97	26-May-07	Registered	
11824-CN	China	SECURI-TRANS	9		970067628	2-Jul-97	1224942	21-Nov-98	20-Nov-08	Registered	
11824-CN-A	China	SECURI-TRANS	37		970067613	2-Jul-97				Pending	Awaiting examination
11824-ID	Indonesia	SECURI-TRANS	9		D97-22365	13-Oct-97	423333	15-Feb-99	13-Apr-07	Registered	
11824-ID-A	Indonesia	SECURI-TRANS	37		J97-22366	13-Oct-97	423334	15-Feb-99	13-Apr-07	Registered	
11824-JA	Japan	SECURI-TRANS	9, 37		09-125058	6-Jun-97	4372653	31-Mar-00	31-Mar-10	Registered	
11824-KR	Korea (South)	SECURI-TRANS	9	39	97/27926	18-Jun-97	410842	18-Jul-98	18-Jul-08	Registered	
11824-KR-A	Korea (South)	SECURI-TRANS	37	105	97/8455	18-Jun-97	50476	8-Dec-98	8-Dec-08	Registered	
11824-KR-B	Korea (South)	SECURI-TRANS		112	97/8460	18-Jun-97	50478	8-Dec-98	8-Dec-08	Registered	
11824-MY-A	Malaysia	SECURI-TRANS	37		97/20985	2-Jun-97	97/20985	1-Dec-97	2-Jun-04	Registered	Do Not Renew
11824-NZ	New Zealand	SECURI-TRANS	9		277293	27-May-97	277293	27-May-97	27-May-04	Registered	
11824-NZ-A	New Zealand	SECURI-TRANS	37		277294	27-May-97	277294	27-May-97	27-May-04	Registered	
11824-SP	Singapore	SECURI-TRANS	9		988297	13-Aug-97	T97/09882Z	13-Aug-97	13-Aug-07	Registered	Not to be renewed
11824-SP-B	Singapore	SECURI-TRANS	42		T99/11459H	13-Oct-99	T99/11459H	13-Oct-99	13-Oct-09	Registered	Not to be renewed
11824-TW	Taiwan	SECURI-TRANS	9		86025991	26-May-97	815156	1-Sep-98	31-Aug-08	Registered	
11824-TW-A	Taiwan	SECURI-TRANS	37		86025996	26-May-97	101002	16-Jun-98	15-Jun-08	Registered	
05846-AU-A	Australia	SECURITY PAC	9, 37		814814	22-Nov-99				Pending	In Opposition Period

TMID	Country	Trademark	International Classes	National Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Status	Sub Status
05846-OE	Austria	SECURITY PAC	9		3030/82	13-Oct-82	102159	18-Mar-83	31-Mar-03	Registered	
05846-BX	Benelux	SECURITY PAC	9		653771	8-Nov-82	385475	8-Nov-82	8-Nov-02	Registered	
05846-CA	Canada	SECURITY PAC			405464	20-Dec-76	236880	26-Oct-79	26-Oct-09	Registered	
05846-CN	China	SECURITY PAC	9		970067629	2-Jul-97	1224943	21-Nov-98	20-Nov-08	Registered	
05846-DK	Denmark	SECURITY PAC	9		3850/1983		2711/1984	27-Jul-84	27-Jul-04	Registered	
05846-FR	France	SECURITY PAC	9		643956	29-Oct-82	1217259	29-Oct-82	29-Oct-02	Registered	
05846-IN	India	SECURITY PAC	9		761632	30-May-97				Pending	Objections raised - response submitted awaiting developments
05846-ID	Indonesia	SECURITY PAC	9		D97-22364	13-Oct-97	423332	13-Oct-97	13-Apr-07	Registered	
05846-ID-A	Indonesia	SECURITY PAC	37		J97-22363	13-Oct-97	423331	15-Feb-99	13-Apr-07	Registered	
05846-JT	Italy	SECURITY PAC	9		35443C/82	8-Nov-82	413722	10-Mar-86	8-Nov-02	Registered	
05846-KR	Korea (South)	SECURITY PAC		39	97-27927	18-Jun-97	410841	18-Jul-98	18-Jul-08	Registered	
05846-KR-A	Korea (South)	SECURITY PAC		105	97-8456	18-Jun-97	48402	23-Oct-98	23-Oct-08	Registered	
05846-KR-B	Korea (South)	SECURITY PAC		112	97-8461	18-Jun-97	48405	23-Oct-98	23-Oct-08	Registered	
05846-NZ	New Zealand	SECURITY PAC	9		277295	27-May-97	277295	27-May-97	27-May-04	Registered	Not to be renewed
05846-NZ-A	New Zealand	SECURITY PAC	37		277296	27-May-97	277296	27-May-97	27-May-04	Registered	Not to be renewed
05846-SP	Singapore	SECURITY PAC	9		T97/098881	13-Aug-97	T97/098881	13-Aug-97	13-Aug-07	Registered	
05846-SP-A	Singapore	SECURITY PAC	37		T97/09889G	13-Aug-97	T97/09889G	13-Aug-97	13-Aug-07	Registered	
05846-SP-B	Singapore	SECURITY PAC	42		T99/3075E	16-Nov-99	T99/13075E	16-Nov-99	16-Nov-09	Registered	
05846-ES	Spain	SECURITY PAC	9		1020840	11-Nov-92	1020840	20-Feb-84	20-Feb-04	Registered	
05846-ZA	South Africa	SECURITY PAC	9		83/1106	23-Feb-83	83/1106	23-Feb-83	23-Feb-03	Registered	
05846-TW	Taiwan	SECURITY	9		86025993	26-May-97	902833	1-Sep-00	31-Aug-10	Registered	

TMID	Country	Trademark	International Classes	National Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Status	Sub Status
05846-TW-A	Taiwan	PAC SECURITY PAC	37		86025982	26-May-97	101001	16-Jun-98	15-Jun-08	Registered	
05846-US-A	United States of America	SECURITY PAC	9	21	400187	18-Oct-82	1266973	14-Feb-84	14-Feb-04	Registered	
05846-VE	Venezuela	SECURITY PAC	6	21	8046/81	11-Sep-81	111225	19-Oct-84	19-Oct-09	Registered	
05847-BX	Benelux	SECURITY SENSOR	9		653770	8-Nov-82	385474	8-Nov-82	8-Nov-02	Registered	
05847-FR	France	SECURITY SENSOR	9		643955	29-Oct-82	1217258	29-Oct-82	29-Oct-02	Registered	
05847-IT	Italy	SECURITY SENSOR	9		35439C/82	8-Nov-82	413718	10-Mar-86	8-Nov-02	Registered	
05847-US	United States of America	SECURITY SENSOR	9	21, 26	400105	15-Oct-82	1271262	20-Mar-84	20-Mar-04	Registered	
14260-AU	Australia	THINPAC	9, 37		883594	24-Jul-01				Pending	Awaiting examination
14260-CA	Canada	THINPAC	9, 37		1110282	23-Jul-01				Pending	Awaiting examination
14260-CTM	European Community Trademark ¹	THINPAC	9, 37		2349751	23-Aug-01				Pending	Opposed by Atral SA
14260-US	United States of America	THINPAC	9, 37		76/294816	6-Aug-01				Pending	Objections raised - promotional literature submitted, awaiting acceptance
14261-AU	Australia	THINPAC Device	9, 37		883567	25-Jul-01				Pending	Awaiting examination
14261-CA	Canada	THINPAC Device	9, 37		1110451	24-Jul-01				Pending	Awaiting examination
14261-CTM	European Community Trademark ¹	THINPAC Device	9, 37		2350403	23-Aug-01				Pending	Awaiting publication
14261-US	United States of America	THINPAC Device	9, 37		76/294694	6-Aug-01				Pending	Objections raised - promotional literature submitted, awaiting acceptance

¹ European Community Trademark is one registration for Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Jersey, Luxembourg, Netherlands, Portugal, Spain, Sweden, United Kingdom.

SCHEDULE III
to
IP SECURITY AGREEMENT

None.

EXHIBIT A

**COUNTERPART TO US INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain US Intellectual Property Security Agreement dated as of July __, 2002 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between Holdings and the US Borrower and any other Credit Parties signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____

Name:

Title: