

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Scarsdale Security Systems, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other New York Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Milestone Security Partners, LLC Internal Address: Merritt 8 Corporate Park Street Address: 99 Hawley Lane, Suite 1003 City: Stratford State: CT Zip: 06614 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Ohio Limited Liability Company If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 12-20-2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,875,091 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Keating, Muething & Klekamp, P.L.L. Internal Address: Daniel B. Runk Street Address: One East Fourth Street 1400 Provident Tower City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 500735

DO NOT USE THIS SPACE

9. Signature: Daniel B. Runk, Authorized Person Name of Person Signing [Signature] Signature 1-6-2003 Date [4] Total number of pages including cover sheet, attachments, and document:

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

SCHEDULE 5(g)(i)(D)

**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of December ____, 2002 (the "Security Agreement") by and among Grantor party thereto ("Grantor") and Milestone Security Partners, LLC, as Secured Party (the "Secured Party") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Secured Party for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Secured Party, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

SCARSDALE SECURITY SYSTEMS, INC.,
a New York corporation

By: 

Name: David Raizer

Title: President

Grantor's Address:

Acknowledged and Accepted:

MILESTONE SECURITY PARTNERS, LLC, as Secured Party

By: _____

Name: _____

Title: _____

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Very truly yours,


SCARSDALE SECURITY SYSTEMS, INC.,
a New York corporation

By: _____
Name: _____
Title: _____

Grantor's Address:

Acknowledged and Accepted:

MILESTONE SECURITY PARTNERS, LLC, as Secured Party

By: 
Name: Mark H. Sandler
Title: Managing Director

SCHEDULE 1**INTELLECTUAL PROPERTY**

<u>Trademark</u>	<u>Serial / Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
PAGEWATCH	1,875,091	01-24-1995	Registered