

No. 0651-0011 (exp. 4/04)



102332853

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To the Honorable Commissioner of

the attached original documents or copy thereof.

Name of conveying party(ies): 1-7-03
 Security Alarm Financing Enterprises, L.P.

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

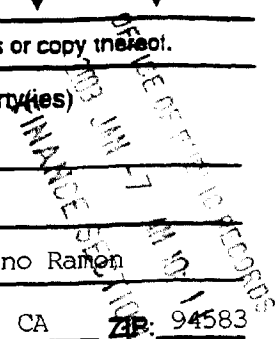
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Safe Financial LLC
 Internal Address: Suite 200
 Street Address: 2440 Camino Ramon
 City: San Ramon State: CA ZIP: 94583

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

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



Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Trademark Security Agreement

Execution Date: November 25, 2002

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

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)

01/09/2003 6TOM11 00000014 2505890

DO NOT USE THIS SPACE

41 FC 4521 40.00 OR
02 FC 4522 50.00 OR

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]
Signature

1/2/03
Date

Total number of pages including cover sheet, attachments, and document: 3

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

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark Reg. No.</u>	<u>Date</u>
1) Registration No. 2,505,890	November 13, 2001
2) Registration No. 2,432,599	March 6, 2001

TRADEMARK APPLICATIONS

3) Application dated February 15, 2001 for service mark "Security Alarm Financing Enterprises", serial no. 76/211920.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None	December 30, 1999	Security Alarm Financing Enterprises, Inc. (Assignor/Licensor) Security Alarm Financing Enterprises, L.P. (Assignee/Licensee)

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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2002, by SECURITY ALARM FINANCING ENTERPRISES, L.P., a California limited partnership ("Grantor"), in favor of SAFE FINANCIAL LLC, a Delaware limited liability company, as Lender.

WITNESSETH:

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

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

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender 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 Lender 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 Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

4. PRIORITY OF LIENS AND SECURITY INTERESTS. Lender and Grantor hereby acknowledge that the liens and security interests granted pursuant hereto are subject to the terms and conditions of the Intercreditor Agreement.

[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.

SECURITY ALARM FINANCING
ENTERPRISES, L.P.

By Security Alarm Financing Enterprises, Inc.,

its General Partner

By: 

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SAFE FINANCIAL LLC, as Lender

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.

SECURITY ALARM FINANCING
ENTERPRISES, L.P.

By Security Alarm Financing Enterprises, Inc.,

Its General Partner

By: _____

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

SAFE FINANCIAL LLC, as Lender

By:  _____

Title:  _____

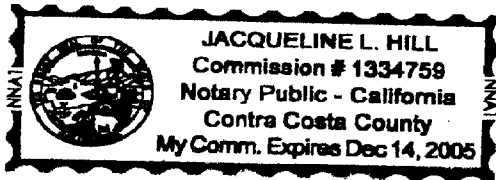
Signature Page to Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR

STATE OF *California*)
)
COUNTY OF *Contra Costa*) ss.

On this 25th day of November, 2002 before me personally appeared Paul F. Sargenti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Security Alarm Financing Enterprises, Inc., as general partner of Security Alarm Financing Enterprises, L.P., who being by me duly sworn did depose and say that he is an authorized officers 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.

Jacqueline L. Hill
Notary Public
{seal}



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