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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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original documents or copy thereof.

To the Honorable Commissioner of Patents

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

1-13-03

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

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

- Nature of conveyance:
- Assignment Merger
 - Security Agreement Change of Name
 - Other Amended and Restated Trademark Security Agreement

Execution Date: November 25, 2002

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation, as agent

Internal Address: _____

Street Address: 44 Old Ridgebury Rd.

City: Danbury State: CT ZIP: 06810

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State NY
- 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

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)

01/15/2003 LINDELLER 00000171 2505890

01 FC:0521 40.00 OP
02 FC:0522 30.00 OP

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

Laura Konrath
Signature

Date

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

Continuation
Item 4

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)

③

EXECUTION COPY

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED 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 GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 30, 1999 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 through the date hereof, the "Original Credit Agreement"), Lenders agreed to make the Loans for the benefit of Grantor;

WHEREAS, in order to induce Agent and Lenders to make the Loans as provided for in the Original Credit Agreement, Grantor agreed to execute and deliver to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of December 30, 1999 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Security Agreement");

WHEREAS, pursuant to the Original Security Agreement, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Trademark Security Agreement dated as of December 30, 1999 (the "Original Trademark Security Agreement");

WHEREAS, Grantor, Agent and Lenders are concurrently entering into that certain Amended and Restated Subordinated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"); and

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, Grantor has agreed to amend and restate the Original 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 that certain Amended and Restated Security Agreement dated as of the date hereof (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.

4. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement amends, restates, supersedes and replaces in its entirety the Original Trademark Security Agreement. The Liens and security interests as granted under the Original Trademark Security Agreement securing payment of the "Obligations" (as defined in the Original Credit Agreement) are in all respects continuing and in full force and effect and secure payment of the Obligations thereunder.

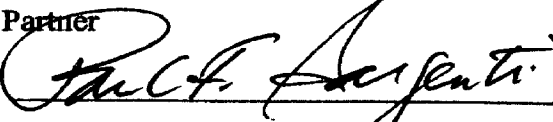
[SIGNATURE PAGE FOLLOWS]

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:

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.

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:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____

Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA) ss.

On this ²⁷th 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

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