

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VIDEO MONITORING SERVICES OF AMERICA, L.P.		03/18/2004	LIMITED PARTNERSHIP: NEW YORK

**RECEIVING PARTY DATA**

Name:	FLEET NATIONAL BANK
Street Address:	750 Walnut Avenue
Internal Address:	Attn: Loretta A. Moylan
City:	Cranford
State/Country:	NEW JERSEY
Postal Code:	07016
Entity Type:	a national banking association:

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	78295563	CLIP BOOK
Serial Number:	78244292	INSIGHT
Serial Number:	78251374	VMS QUICKVIEW

**CORRESPONDENCE DATA**

Fax Number: (973)491-3408  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (973) 491-3326  
 Email: blp@stjohnlaw.com  
 Correspondent Name: Brian L. Petrequin, Esq.  
 Address Line 1: Two Penn Plaza East, 10th Floor  
 Address Line 4: Newark, NEW JERSEY 07105-2249

NAME OF SUBMITTER:	Brian L. Petrequin, Esq.
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Total Attachments: 8  
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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, VIDEO MONITORING SERVICES OF AMERICA, L.P., a New York limited partnership having a principal place of business at 330 West 42nd Street, New York, New York 10036 (herein referred to as the "Grantor"), owns the Trademarks, Trademark registrations and the Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, Grantor and FLEET NATIONAL BANK, having an office at 750 Walnut Avenue, Cranford, New Jersey 07016 (herein referred to as "Lender"), are parties to an Amended and Restated Security Agreement and Assignment of Contracts dated of even date herewith (as the same has been amended from time to time, the "Security Agreement") executed in connection with a certain Amended and Restated Revolving Credit and Term Loan Agreement of even date herewith (as the same has been amended from time to time the "Loan Agreement") wherein Lender has agreed, subject to the terms and conditions specified therein and in the Loan Documents (as defined in the Loan Agreement); to extend in favor of Grantor a senior secured revolving credit facility in the principal amount of up to \$11,000,000 and a term loan in a principal amount of \$5,800,000; and

WHEREAS, pursuant to the terms of the Security Agreement and Loan Agreement, Grantor has granted Lender a security interest in all assets of the Grantor, including all right, title and interest of Grantor in, to and under all General Intangibles (as defined in the Security Agreement) and Trademarks (as defined in the Security Agreement) whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including without limitation, any and all claims and causes of action which may exist by reason of infringement, violation or dilution thereof or injury to the associated goodwill, to secure the payment of all Loans (as defined in the Security Agreement) and other sums due thereunder; and

WHEREAS, in order to effectuate the grant to Lender of a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether presently existing or hereafter arising or acquired, Grantor has executed and delivered this agreement (this "Trademark Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Lender a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application including but not limited to those referred to in Schedule I annexed hereto (which Grantor

hereby represents includes all correct and complete information concerning any trademark, trademark registration, and trademark applications in which it has any beneficial interest), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule I annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule I annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing; and

(a) Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and continuance of a Potential Event of Default, Default or an Event of Default, under the Security Agreement to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any license and, in the name of Grantor or its own name or as otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any license whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Trademark Collateral, to effect any repairs or any insurance called for by the terms of this Trademark Security Agreement or the Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of a Potential Event of Default, Default or an Event of Default, under the Security Agreement, (A) to direct any party liable for any payment under any of the licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any

time in respect of or arising out of any Trademark Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark Collateral or any part thereof and to enforce any other right in respect of any Trademark Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Trademark Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademark Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Trademark Collateral and Lender's security interest therein, in order to effect the intent of this Trademark Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Trademark Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Lender to execute, in connection with the sale provided for in the Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademark Collateral.

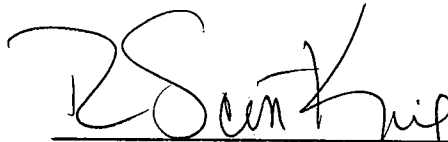
Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor is executing and delivering to Lender, in the form of Schedule II hereto, three (3) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademark Collateral pursuant to the terms of the Security Agreement.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm 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.



STATE OF NEW JERSEY :  
 : ss.  
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this 18<sup>th</sup> day of March, 2004, before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6.1 to take acknowledgments for use in the State of New Jersey, personally appeared **Peter Wengryn**, who, I am satisfied is the person who executed the within instrument as the President of Video Monitoring Services of America, Inc, the general partner and on behalf of Video Monitoring Services of America, L.P., the limited partnership named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said instrument made by the said limited partnership and sealed with its corporate seal and delivered by him as such officer, is the voluntary act and deed of said limited partnership, made by virtue of authority from the Board of Directors of its general partner, and limited partners, if applicable, for the uses and purposes therein expressed.



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Notary Public or Attorney at Law of the  
State of New Jersey

**R. SCOTT KING**  
**AN ATTORNEY AT LAW**  
**STATE OF NEW JERSEY**

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

<u>TRADEMARK</u>	<u>REGISTRATION NO./SERIAL NO.</u>
VMS	Reg. 1,287,482
VMS INTELLISENSE (and design)	Reg. 1,988,254
FORECAST	Serial # 76/230,940
VMS (and design)	Serial # 76/235,199
INSIGHT BEGINS WITH KNOWLEDGE	Serial # 76/237,581
ADBANK	Reg. 1,379,492
MEDIA SCAN	Reg. 1,473,441
VMS ADBANK	Reg. 2,254,779
CLIP BOOK	Serial # 78/295,563
INSIGHT (and design)	Serial # 78/244,292
VMS QUICK VIEW (and design)	Serial # 78/251,374





IN WITNESS WHEREOF, Grantor has caused this Special Power of Attorney to be duly executed this 18<sup>th</sup> day of March, 2004.

VIDEO MONITORING SERVICES OF AMERICA, L.P.,  
a New York limited partnership

By: VIDEO MONITORING SERVICES OF AMERICA,  
INC, as General Partner

By:           *P.W.*            
Name: Peter Wengryn  
Title: President

Sworn and subscribed  
before me this 18<sup>th</sup>  
day of March, 2004.

          *R. Scott King*            
~~Notary Public~~  
R. SCOTT KING  
AN ATTORNEY AT LAW  
STATE OF NEW JERSEY