

**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
American Capital Financial Services, Inc. as Agent		06/21/2004	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Safemark Acquisitions, Inc. c/o American Capital Strategies, Ltd.
Street Address:	2 Bethesda Metro Center, 14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2401097	TRAVELERS PROTECTION WARRANTY PLAN
Registration Number:	2381028	TPWP
Serial Number:	76338568	RHS
Registration Number:	2835038	THE BLUE
Registration Number:	2723827	SAFEMARK
Serial Number:	78278134	SAFEDOCK

**CORRESPONDENCE DATA**

Fax Number: (617)772-8333  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: cody.tibbetts@weil.com  
 Correspondent Name: Cody Tibbetts  
 Address Line 1: 100 Federal Street, 34th Floor  
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	14082.60
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**CH \$165.00 2401097**

NAME OF SUBMITTER:

Phyllis Eremitaggio

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2004, by SAFEMARK ACQUISITIONS, INC., a Delaware corporation ("Parent"), SAFEMARK SYSTEMS, L.P., a Georgia limited partnership ("Safemark LP"), and SAFEMARK HOLDINGS, LLC, a Delaware limited liability company ("Safemark LLC" and together with Parent and Safemark LP, each, a "Grantor," and collectively, the "Grantors"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., as agent for the Purchasers (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among the Grantors, the Secured Party and the Purchasers, the Grantors have issued to the Purchasers (i) Revolving Notes dated of even date herewith in the aggregate principal amount of \$2,500,000 (the "Revolving Notes"), (ii) Senior Term A Notes dated of even date herewith in the aggregate principal amount of \$15,000,000 (the "Senior Term A Notes"), (iii) Senior Term B Notes dated of even date herewith in the aggregate principal amount of \$5,000,000 (the "Senior Term B Notes"), (iv) Senior Subordinated Notes dated of even date herewith in the aggregate principal amount of \$6,750,000 (the "Senior Subordinated Notes") and (v) Junior Secured Subordinated Notes dated of even date herewith in the aggregate principal amount of \$5,250,000 (the "Junior Subordinated Notes" and, together with the Revolving Notes, Senior Term A Notes, Senior Term B Notes, Senior Subordinated Notes and Junior Subordinated Notes, the "Notes"); and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Secured Party (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Secured Party to enter into the Purchase Agreement and to induce the Purchasers to purchase the Secured Notes thereunder, each Grantor hereby agrees with the Secured Party as follows:

SECTION 1. **Certain Definitions.** Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark

Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States, Canada, any state, any province or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“Trademark License” means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

SECTION 2. **Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby sells, conveys, pledges and grants a continuing and unconditional security interest to the Secured Party, its successors and permitted assigns, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired solely to the extent constituting Collateral of Grantors (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 products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

SECTION 3. **Grantor Remains Liable.** It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

SECTION 5. **Termination of Security Interest in Trademark Collateral.** Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Grantors, to the Grantors, against receipt therefor, all of the Secured Party’s rights and interests in the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Security

Agreement and not theretofore reassigned, redelivered and released to the Grantors, together with appropriate instruments of reassignment and/or release.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**SAFEMARK ACQUISITIONS, INC.**

By: Todd W. [Signature]  
Name:  
Title:

**SAFEMARK SYSTEMS, L.P.**

By: SAFEMARK HOLDINGS, LLC, its  
General Partner

By: Todd W. [Signature]  
Name:  
Title:

**SAFEMARK HOLDINGS, LLC**

By: Todd W. [Signature]  
Name:  
Title:

Accepted and Agreed:

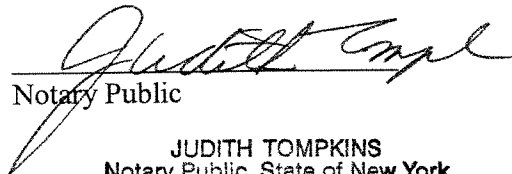
AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Secured Party

By: Robert Klein [Signature]  
Name: Robert Klein  
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York  
COUNTY OF New York ss.

On this 21<sup>st</sup> day of June, 2004 before me personally appeared Todd Wilson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SAFEMARK ACQUISITIONS, 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

JUDITH TOMPKINS  
Notary Public, State of New York  
No. 01TO5053749  
Qualified in New York County  
Commission Expires December 26, 2005

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York  
COUNTY OF New York ss.

On this 21<sup>st</sup> day of June, 2004 before me personally appeared Todd Wilson proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SAFEMARK SYSTEMS, L.P., 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

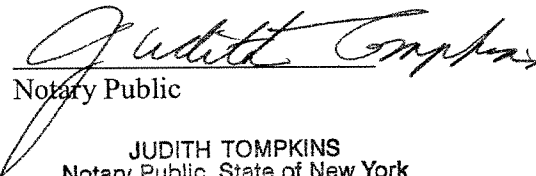
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ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York  
COUNTY OF New York ss.

On this 21<sup>st</sup> day of June, 2004 before me personally appeared Todd Wilson proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SAFEMARK HOLDINGS, LLC, 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

JUDITH TOMPKINS  
Notary Public, State of New York  
No. 01TO5053749  
Qualified in New York County  
Commission Expires December 26, 2005

**SCHEDULE I**

**SCHEDULE OF TRADEMARKS**

See attached Trademark Report.

**SAFEMARK SYSTEMS, LP**  
**Trademark Report**

Case Number	Title	Country	Application Number	Filing Date	Registration Date	Registration Number	Trademark Status
3521 - 002	TRAVELERS PROTECTION WARRANTY PLAN	United States of America	75/704,652	13-May-1999	31-Oct-2000	2,401,097	Registered
3521 - 003	TPWP	United States of America	75/707,075	14-May-1999	29-Aug-2000	2,381,028	Registered
3521 - 014	RHS	United States of America	76/338,568 (Intent-To-Use)	15-Nov-2001			Published (Statement of Use Due)
3521 - 015	THE BLUE	United States of America	76/338,567	15-Nov-2001	20-Apr-2004	2,835,038	Registered
3521 - 016	SAFEMARK (STYLIZED)	United States of America	76/419,273	11-Jun-2002	10-Jun-2003	2,723,827	Registered
3521 - 018	SAFEDOCK	United States of America	78/278,134	24-Jul-2003			Pending