

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SecurityCo, Inc.		06/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as First Lien Collateral Agent and Second Lien Collateral Agent
Street Address:	222 N. LaSalle Street
Internal Address:	16th floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2376604	INTELLIGUARD
Registration Number:	1579365	INTELLIGUARD 5505
Registration Number:	2024202	INTELLIGUARD 9000
Registration Number:	1991619	PROTECTIONNET

CORRESPONDENCE DATA	
Fax Number:	(312)863-7812
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	nathaniel.panek@goldbergkohn.com
Correspondent Name:	Nathaniel Panek
Address Line 1:	55 E. Monroe Street
Address Line 2:	Ste. 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.075
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NAME OF SUBMITTER:	Nathaniel Panek
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OP \$115.00 2376604

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28th day of June 2004 by SECURITYCO, INC., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. ("Agent"), in its capacities as First Lien Collateral Agent on behalf of the First Lien Secured Parties (in such capacity, together with any successors, the "First Lien Collateral Agent") and Second Lien Collateral Agent on behalf of the Second Lien Secured Parties (in such capacity, together with any successors, the "Second Lien Collateral Agent"; the First Lien Collateral Agent and the Second Lien Collateral Agent are each referred to individually as a "Collateral Agent" and together as the "Collateral Agents").

W I T N E S S E T H

WHEREAS, Grantor and Agent are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Collateral Agents (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted (i) to the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, a security interest in substantially all of the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, and (ii) to the Second Lien Collateral Agent, for the benefit of the Second Lien Secured Parties, a security interest in substantially all of the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, in each case to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to First Lien Collateral Agent, for its benefit and the benefit of the First Lien Secured Parties, and hereby reaffirms its prior grant to the First Lien Secured Parties pursuant to the Security Agreement of, a

continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral (as defined hereinafter). To secure the payment and performance of the Second Lien Obligations, Grantor hereby grants to the Second Lien Collateral Agent, for its benefit and the benefit of the Second Lien Secured Parties, and hereby reaffirms its prior grant to the Second Lien Secured Parties pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral. For purposes hereof, the "Trademark Collateral" shall mean all of the following items or types of property, and all interests in such property of Grantor, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signatures follow on next page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SECURIFYCO, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above


**MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as First Lien Collateral Agent and as Second
Lien Collateral Agent**

By: Kelli J. O'Connell
Its: VICE PRESIDENT

Signature Page to Trademark Security Agreement (Borrower)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SECURITYCO, INC.

By: 
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as First Lien Collateral Agent and as Second
Lien Collateral Agent

By: _____
Its: _____

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Intelliguard	2376604	8/15/00
Intelliguard 5505	1579365	1/23/90
Intelliguard 9000	2024202	12/17/96
Protectionnet	1991619	8/6/96

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		