

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Criticom International Corporation		11/16/2004	CORPORATION: NEW JERSEY
Monital Signal Corporation		11/16/2004	CORPORATION: NEW JERSEY
Morlyn Financial Group, L.L.C.		11/16/2004	Limited Liability Company: NEW JERSEY
Payne Security Group, L.L.C.		11/16/2004	Limited Liability Company: NEW JERSEY
Guardian Group, LLC		11/16/2004	Limited Liability Company: NEW JERSEY
Integrated Alarm Services, Inc.		11/16/2004	CORPORATION: DELAWARE
Madison Protection, Inc.		11/16/2004	CORPORATION: DELAWARE
Monital Funding Corporation		11/16/2004	CORPORATION: DELAWARE
Integrated Alarm and Security, LLC		11/16/2004	Limited Liability Company: NEW JERSEY
Alert Alarm Company, Inc.		11/16/2004	CORPORATION: CALIFORNIA
American Burglar & Fire Alarm Co.		11/16/2004	CORPORATION: NEW MEXICO
Norco Alarms, Inc.		11/16/2004	CORPORATION: CALIFORNIA
Security General Corporation		11/16/2004	CORPORATION: CALIFORNIA
American Home Security, Inc.		11/16/2004	CORPORATION: NEVADA
Shield Signal Corp.		11/16/2004	CORPORATION: CALIFORNIA
TeleGuard Security Systems Inc.		11/16/2004	CORPORATION: CALIFORNIA
Walter Breese, Inc.		11/16/2004	CORPORATION: CALIFORNIA
Integrated Alarm Services Group, Inc.		11/16/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, N.A., as collateral trustee
<b>Street Address:</b>	213 Court Street
<b>City:</b>	Middletown
<b>State/Country:</b>	CONNECTICUT

OP \$265.00 2887096

Postal Code:	06457
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2887096	01
Registration Number:	2891983	PRO SQUARED
Serial Number:	78245047	PRO SQUARED
Serial Number:	78275384	IASG
Serial Number:	78275392	INTEGRATED ALARM SERVICES GROUP
Registration Number:	2822858	KING CENTRAL
Serial Number:	78514362	WE KEEP BAD THINGS FROM HAPPENING TO GOOD PEOPLE
Serial Number:	78280956	IAS
Serial Number:	78276576	INTEGRATED ALARM & SECURITY
Serial Number:	78280958	INTEGRATED ALARM AND SECURITY

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3127017237  
Email: cdore@mayerbrownrowe.com  
Correspondent Name: Christopher Dore  
Address Line 1: 190 S. LaSalle St.  
Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Christopher Dore

**Total Attachments: 28**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated November 16, 2004, is entered into by and among each of the signatories hereto as Debtors (together with any other entity that may become a party hereto as provided herein, the "Debtors") and WELLS FARGO BANK, N.A., in its capacity as collateral trustee for the Secured Parties (as defined below) (in such capacity, the "Collateral Trustee").

WHEREAS, the Debtors have entered into an Indenture dated November 16, 2004 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") with Wells Fargo Bank, N.A., as trustee (in such capacity, the "Trustee"), pursuant to which Integrated Alarm Services Group, Inc., a Delaware corporation (the "Company") has authorized the issuance of its 12% Senior Secured Notes due 2011; and

WHEREAS, pursuant to the Indenture, each Debtor is entering into this Agreement in order to grant to the Collateral Trustee for the ratable benefit of the holders of the Notes, the Collateral Trustee and the Trustee (collectively, the "Secured Parties") a security interest in the Patent, Trademarks and Copyrights (as defined below);

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Indenture.

2. To secure the payment and performance of all Note Obligations now or hereafter existing under the Indenture and the other Collateral Documents, each Debtor hereby grants a security interest to the Collateral Trustee in the entire right, title and interest of each Debtor in and to all trade names, patent applications, patents, trademark applications, trademarks, copyright applications and copyrights whether now owned or hereafter acquired by each Debtor, including without limitation, those listed on Schedule IV to the Security Agreement, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

3. Each Debtor, jointly and severally, covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and to the best of each Debtor's knowledge, each is valid and enforceable;

(b) Each Debtor has the power and authority to enter into this Agreement and perform its terms;

(c) no claim has been threatened or made to each Debtor or, to the knowledge of each Debtor, to any other person, that the use by such Debtor of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(d) Each Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in connection with the Patents, Trademarks and Copyrights; and

(e) Each Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Each Debtor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement concerning the Patents, Trademarks and Copyrights (for example, a license agreement) without the Collateral Trustee's prior written consent which shall not be unreasonably withheld.

5. Subject to the provisions of the Intercreditor Agreement, if any Event of Default shall have occurred and be continuing, each Debtor hereby authorizes and empowers the Collateral Trustee to make, constitute and appoint any officer of the Collateral Trustee, as the Collateral Trustee may select in its exclusive discretion, such Debtor's true and lawful attorney-in-fact, with the power to endorse such Debtor's name on all applications, documents, papers and instruments necessary for the Collateral Trustee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Collateral Trustee to assign, pledge, convey or otherwise transfer title in or dispose of, on commercially reasonable terms, the Patents, Trademarks and Copyrights to any third Person. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

6. Each Debtor shall have the duty, through counsel acceptable to the Collateral Trustee, to prosecute diligently any patent, trademark or copyright applications, related to the Patents, Trademarks and Copyrights pending as of the date of this Agreement or thereafter until all Note Obligations shall have been indefeasibly paid in full, to make application on unpatented but patentable inventions and unregistered but registrable trademarks and copyrights (whenever it is commercially reasonable in the reasonable judgment of such Debtor to do so) and to preserve and maintain all rights in patent, trademark and copyright applications and registrations of the Patents, Trademarks and Copyrights, including, without limitation, the payment of all registration, maintenance and renewal fees. Any expenses incurred in connection with such an application or registration shall be borne by each. Each Debtor shall not abandon any Patent, Trademark or Copyright without the consent of Collateral Trustee, which shall not be unreasonably withheld.

7. This security interest is granted in conjunction with the security interests granted to the Collateral Trustee pursuant to the Security Agreement. The Debtors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Patents, Trademarks and Copyrights 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 and, whether established hereby or by the Security Agreement or by the Indenture or by any other agreements or by law, such rights and remedies shall be cumulative and may be exercised singularly or concurrently.

8. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

9. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5 above.

10. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

11. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

12. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.


13. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Each Subsidiary of the Company that is required to become a party to this Agreement pursuant to the Indenture shall become a Debtor for all purposes of this Agreement upon execution and delivery to the Collateral Trustee by such Subsidiary of a counterpart of this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such Subsidiary will become a party to, and will be bound by all the terms of, this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

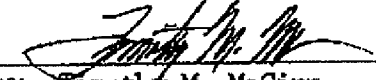
IN WITNESS WHEREOF, the parties hereto have caused this Patent, Trademark and Copyright Security Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

**DEBTORS:**

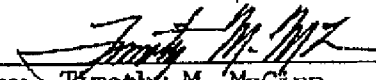
INTEGRATED ALARM SERVICES GROUP, INC.

By:   
Name: Timothy M. McGinn  
Title: Chairman & CEO

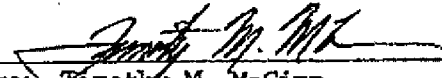
CRITICOM INTERNATIONAL CORPORATION

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

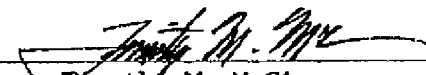
MONITAL SIGNAL CORPORATION

By:   
Name: Timothy M. McGinn  
Title: Authorized Person


MORLYN FINANCIAL GROUP, L.L.C.

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

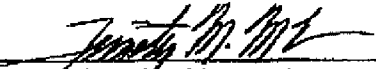
PAYNE SECURITY GROUP, L.L.C.

By:   
Name: Timothy M. McGinn  
Title: Manager


GUARDIAN GROUP, LLC

By:   
Name: Timothy M. McGinn  
Title: Manager


INTEGRATED ALARM SERVICES, INC.

By:   
Name: Timothy M. McGinn  
Title: Chairman & CEO


MADISON PROTECTION, INC.

By:   
Name: Timothy M. McGinn  
Title: Authorized Person


MONITAL FUNDING CORPORATION

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

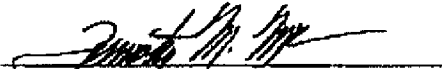
INTEGRATED ALARM AND SECURITY, LLC

By:   
Name: Timothy M. McGinn  
Title: Manager

ALERT ALARM COMPANY, INC.

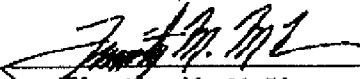
By:   
Name: Timothy M. McGinn  
Title: Authorized Person

AMERICAN BURGLAR & FIRE ALARM CO.


By:   
Name: Timothy M. McGinn  
Title: Authorized Person



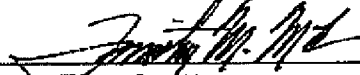
NORCO ALARMS, INC.

By:   
Name: Timothy M. McGinn  
Title: Authorized Person


SECURITY GENERAL CORPORATION

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

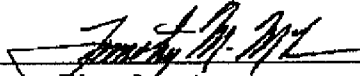
AMERICAN HOME SECURITY, INC.

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

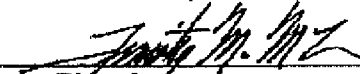
SHIELD SIGNAL CORP.

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

TELEGUARD SECURITY SYSTEMS INC.

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

WALTER BREESE, INCORPORATED

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

EVEREST VIDEO SYSTEMS, L.L.C.

By:   
Name: Timothy M. McGinn  
Title: Authorized Person

**COLLATERAL TRUSTEE:**

**WELLS FARGO BANK, N.A.,  
as Collateral Trustee**

By:   
Name: Joseph P. O'Donnell  
Title: Assistant Vice President

Signature Page for the Patent, Trademark and Copyright Agreement dated as of November 16, 2004 (as amended, amended restated, supplemented or otherwise modified from time to time, the "Agreement"), among Integrated Alarm Services Group, Inc. (the "Company"), various subsidiaries of the Company and Wells Fargo Bank, N.A., as collateral trustee.

The undersigned is executing a counterpart hereof as of \_\_\_\_\_, 200\_\_ for purposes of becoming a party hereto (and attached to this signature page are supplements to the Schedules to the Agreement setting forth all relevant information with respect to the undersigned).

[NAME OF NEW DEBTOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**  
**TO**  
**PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

US TRADEMARKS

CRITICOM INTERNATIONAL CORPORATION

<b>MARK</b>	<b>APP/REG NO.</b>	<b>APP./REG. DATE</b>	<b>STATUS</b>	<b>OWNER</b>
<b>01</b> and Design	2,887,096	September 21, 2004	Registered	<b>CRITICOM INTERNATIONAL CORPORATION</b> (New Jersey Corporation)
<b>PRO SQUARED</b>	2,891,983	October 5, 2004	Registered	<b>CRITICOM INTERNATIONAL CORPORATION</b> (New Jersey Corporation)
<b>PRO SQUARED</b> and Design	78-245,047	May 2, 2003	Pending	<b>CRITICOM INTERNATIONAL CORPORATION</b> (New Jersey Corporation)

NO PATENTS OR COPYRIGHTS

MORLYN FINANCIAL GROUP, LLC

NO TRADEMARKS, PATENTS OR COPYRIGHTS

PAYNE SECURITY GROUP, L.L.C.

NO TRADEMARKS, PATENTS OR COPYRIGHTS

US TRADEMARKS  
GUARDIAN GROUP, LLC

NO TRADEMARKS, PATENTS OR COPYRIGHTS



US TRADEMARKS  
MONITAL SIGNAL CORPORATION

NO TRADEMARKS, PATENTS OR COPYRIGHTS

US TRADEMARKS

INTEGRATED ALARM SERVICES GROUP, INC.

<i>MARK</i>	<i>APP/REG NO.</i>	<i>APP./REG. DATE</i>	<i>STATUS</i>	<i>OWNER</i>
<b>IASG</b>	78-275,384	July 17, 2003	Pending	<b>INTEGRATED ALARM SERVICES GROUP, INC.</b> (Delaware Corporation)
<b>INTEGRATED ALARM SERVICES GROUP</b>	78-275,392	July 17, 2003	Pending	<b>INTEGRATED ALARM SERVICES GROUP, INC.</b> (Delaware Corporation)
<b>KING CENTRAL</b>	2,822,858	March 16, 2004	Registered	<b>INTEGRATED ALARM SERVICES GROUP, INC.</b> (Delaware Corporation)
<b>We keep bad things from happening to good people</b>	78-514,362	November 10, 2004	Pending	<b>INTEGRATED ALARM SERVICES GROUP, INC.</b> (Delaware Corporation)

US TRADEMARKS

INTEGRATED ALARM & SECURITY, LLC

<b>IAS</b>	78-280,956	July 30, 2003	Pending	<b>INTEGRATED ALARM &amp; SECURITY, LLC</b> (New Jersey Limited liability co.)
<b>INTEGRATED ALARM &amp; SECURITY</b> and Design	78-276,576	July 21, 2003	Pending	<b>INTEGRATED ALARM &amp; SECURITY, LLC</b> (New Jersey Limited liability co.)
<b>INTEGRATED ALARM AND SECURITY</b>	78-280,958	July 30, 2003	Pending	<b>INTEGRATED ALARM &amp; SECURITY, LLC</b> (New Jersey Limited liability co.)

NO PATENTS OR COPYRIGHTS

ALERT ALARM COMPANY, INC.

NO TRADEMARKS, PATENTS OR COPYRIGHTS

TRADEMARK  
REEL: 002977 FRAME: 0744

AMERICAN BURGLAR & FIRE ALARM CO.

NO TRADEMARKS, PATENTS OR COPYRIGHTS

NORCO ALARMS, INC.

NO TRADEMARKS, PATENTS OR COPYRIGHTS

SECURITY GENERAL CORPORATION

NO TRADEMARKS, PATENTS OR COPYRIGHTS

TRADEMARK  
REEL: 002977 FRAME: 0747

US TRADEMARKS  
AMERICAN HOME SECURITY, INC.

NO TRADEMARKS, PATENTS OR COPYRIGHTS



SHIELD SIGNAL CORP.

NO TRADEMARKS, PATENTS OR COPYRIGHTS

TELEGUARD SECURITY SYSTEMS, INC.

NO TRADEMARKS, PATENTS OR COPYRIGHTS

WALTER BREESE, INCORPORATED

NO TRADEMARKS, PATENTS OR COPYRIGHTS

EVEREST VIDEO SYSTEMS, L.L.C.

NO TRADEMARKS, PATENTS OR COPYRIGHTS

MADISON PROTECTION, INC.

NO TRADEMARKS, PATENTS OR COPYRIGHTS

MONITAL FUNDING CORPORATION

NO TRADEMARKS, PATENTS OR COPYRIGHTS

INTEGRATED ALARM SERVICES, INC.

NO TRADEMARKS, PATENTS OR COPYRIGHTS