

RECORDATION F
TRADEMARK

06-16-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trademark,
OFFICE OF PUBLIC RECORDS

Name of conveying party(ies):

2004 JUN 14 AM 9:12

Mutual Central Alarm Services Inc.

FINANCE SECTION

Individual(s)

☐ Association

General Partnership

☐ Limited Partnership

Corporation-State NY

Other

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

Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: May 26, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
as agent

Internal Address: Suite 23

Street Address: 401 Merritt Seven

City: Norwalk State: CT ZIP: 06856

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State Delaware

☐ 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)

2277912

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 LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$40.00

☒ 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)

06/15/2004 ELUOPER 00000134 2277912

DO NOT USE THIS SPACE

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40.00 DP

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

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:

TRADEMARK
REEL: 002994 FRAME: 0686

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2004, by MUTUAL CENTRAL ALARM SERVICES INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, Grantor has previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of June 28, 2002 among Grantor, Stat-Land Burglar Alarm Systems & Devices Inc., a New York corporation ("Stat-Land") and Agent (including all annexes, exhibits or schedules thereto, as amended through the date hereof, the "Prior Security Agreement") and that certain Trademark Security Agreement dated as of June 28, 2002, between Grantor and Agent (including all annexes, exhibits or schedules thereto, as amended through the date hereof, the "Prior Trademark Security Agreement") in connection with the transactions contemplated by that certain Credit Agreement dated as of June 28, 2002, among Guardian International, Inc., a Florida corporation ("Borrower"), Grantor, Stat-Land, Agent and Lenders (the "Prior Credit Agreement");

WHEREAS, Borrower, Agent and Lenders have agreed to amend and restate the Prior Credit Agreement pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof among Grantor, the other Persons named therein as Credit Parties, Agent and Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and Grantor, Stat-Land and Agent are concurrently entering into that certain Amended and Restated Security Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, and pursuant to the Security Agreement, Agent and Grantor have agreed to amend and restate the Prior Trademark Security Agreement as set forth herein;

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 that the Prior Trademark Security Agreement is amended and restated in its entirety 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 reaffirms its grant to Agent, on behalf of itself and Lenders, of 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 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MUTUAL CENTRAL ALARM
SERVICES INC.**

By:  _____

Title Authorized Signatory _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)

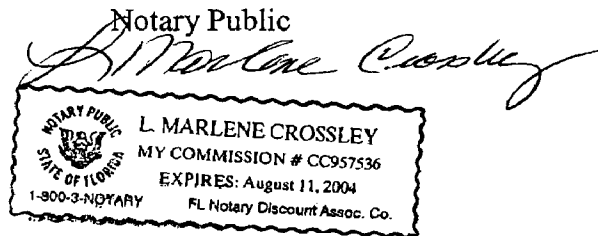
COUNTY OF Broward)

ss.

On this 24 day of May, 2004 before me personally appeared Harold Ginsburg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, 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.

{seal}

Notary Public



IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MUTUAL CENTRAL ALARM
SERVICES INC.**

By: _____

Title _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: Peter D. Bion

Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Name of Mark</u>	<u>Mark Reg. No.</u>	<u>Date</u>
Mutual Central Alarm Services Inc.	2277912	9/14/1999

TRADEMARK APPLICATIONS

<u>Name of Mark</u>	<u>Trademark Application Serial No.</u>
None.	

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		

CHI:1369277.2

RECORDED: 06/14/2004

TRADEMARK
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