

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Guardian International, Inc.

- Individual(s)
- General Partnership
- Corporation-State FL
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
Internal as agent

Address: _____

Street Address: 401 Merritt Seven

City: Norwalk State: CT Zip: 06856

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other correction to Reel 002990/
Frame 0278
- Merger
- Change of Name

Execution Date: May 26, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) Delete 2,524,561

Replace with 2,524,563

Additional number(s) attached Yes No

5. 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 W. Wacker

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....5 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath
Name of Person Signing


Signature

1/11/05
Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 232428 2524563

PTO-1594
6-931
6. 11. 04
6. 0651-0011 (REV. 4/94)

RECORDATION FOR TRADEMARK

06-16-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office

b settings

To the Honorable Commissioner of Patents and Trademarks



102767427

Name of conveying party(ies): 2004 JUN 14 AM 9:12
Guardian International, FRANCE SECTION

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) Association
General Partnership Limited Partnership
 Corporation-State FL
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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,524,561 2,655,254
2,614,141

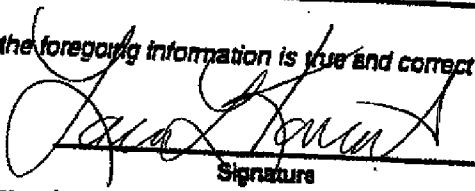
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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
06/15/2004 ECDOPER 00000155 2524561

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41).....\$ 90
 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)

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

DO NOT USE THIS SPACE

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
6/9/04 Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2004, by GUARDIAN INTERNATIONAL, INC., a Florida 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 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 Grantor, the other Persons named therein as Credit Parties, Agent and Lenders (the "Prior Credit Agreement");

WHEREAS, Grantor, 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 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.

GUARDIAN INTERNATIONAL, INC.

By: 
Title President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)

COUNTY OF Brevard)

ss.

On this 24 day of May, 2004 before me personally appeared Harold G. Goldberg, 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
L. Marlene Crossley
L. MARLENE CROSSLEY
MY COMMISSION # CC957536
EXPIRES: August 11, 2004
1-800-3-NOTARY FL Notary Discount Assoc. Co.

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.

GUARDIAN INTERNATIONAL, INC.

By: _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: *Pete D. Curran*
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>
Prepare and Protect	2524561	1/1/2002
Precision Security Systems	T01000000009	1/3/2001
"G" logo	T98000000637	6/1/1998
Security Guardian International with a "G" design	T98000000478	4/29/1998
Security by Guardian International & G Design	2655254	12/03/2002
Gibraltar Security Alarm Systems	2614141	9/03/2002

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:13692463