

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
Scarsdale Security Systems, Inc.		02/22/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
Internal Address:	Suite 212		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1875091	PAGEWATCH	
CORRESPONDENCE DATA			
Fax Number:	(310)231-8311		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 312-2000		
Email:	skb@msk.com		
Correspondent Name:	Steve Bevins c/o Mitchell Silberberg		
Address Line 1:	11377 West Olympic Boulevard		
Address Line 4:	Los Angeles, CALIFORNIA 90064-1683		
NAME OF SUBMITTER:	Evan M. Kent		
Signature:	/EMK012362/		
Date:	03/07/2005		

OP \$40.00 1875091

Total Attachments: 4

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**TRADEMARK
 REEL: 003040 FRAME: 0514**

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Memorandum of Security Interest in Trademarks

Scarsdale Security Systems, Inc., a New York corporation, whose address is 132 Montgomery Avenue, Scarsdale, New York 10583 ("Borrower"), does hereby grant to LaSalle Bank National Association, whose address is 135 South LaSalle Street, Suite 212, Chicago, Illinois 60603 ("Lender"), pursuant to a Credit Agreement dated as of February 22, 2005 as hereinafter further amended and/or restated ("Credit Agreement"), a security interest in all of Borrower's right, title and interest in and to all trademarks and the related goodwill whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation in and to (i) the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the applications for trademark registration which are identified on Schedule A attached hereto and herein incorporated by this reference, together with any and all trademark registrations issued with respect thereto (collectively, the "Trademarks"), and (iii) all actions for past, present or future infringement concerning the foregoing.

Borrower agrees that if any individual, corporation, limited liability company, partnership or other entity (such a "Person") shall do or perform any acts which Lender believes to constitute an infringement of any Trademark, or violate or infringe any rights of Borrower in any Trademark, then and in any such event, upon, and during the continuance of, an "Event of Default" (as defined in the Credit Agreement) Lender may and shall have the right to take such steps and institute such suits or proceedings as Lender may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Lender may take such steps or institute such suits or proceedings in its own name or in the name of Borrower or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Credit Agreement and in certain other "Loan Documents" (as defined in the Credit Agreement). The security interest granted hereby secures Borrower's performance of Borrower's obligations identified in the Credit Agreement and the other Loan Documents. Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Lender may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, an Event of Default, Lender may exercise all rights and remedies described in the Loan Documents, and Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (upon Lender's notice to Borrower of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. To the extent permitted under applicable law, Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Lender shall have, in addition to all other rights and remedies given it by the terms of this Memorandum of Security Interest in Trademarks and the other Loan Documents, all rights and remedies allowed by law.

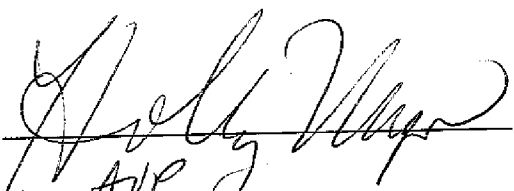
IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 22nd day of February, 2005.


“Lender:”

“Borrower:”

LaSalle Bank National Association

Scarsdale Security Systems, Inc.,
a New York corporation

By: 
Its: AVP

By: 
Its: President

ALL-PURPOSE ACKNOWLEDGMENT

State of New York)
County of Westchester)

On Feb 03, 2005 before me, David Raizen

DATE
personally appeared _____
NAMES OF SIGNER(S)

personally known to me **-OR-**
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Thomas M. Bavaro
SIGNATURE OF NOTARY

THOMAS M. BAVARO
Notary Public, State Of New York
No. 01BA5055497
Qualified In Dutchess County
Commission Expires Feb. 12, 2006

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____
TITLES: _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES): _____

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.
TITLE OR TYPE OF DOCUMENT: Memorandum of Security Interest in Trademarks

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE xxx

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PageWatch	1,875,091	1/24/1995